



RFP No: 3675

INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until January 5, 2012 @ **3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi State Department of Health.

Web-based newborn screening and birth defect surveillance registry system

MANDATORY VENDOR WEB CONFERENCE: December 2, 2011 @ 10:00 a.m. Central Time. See Section VII, Item 2.2 for more details

NOTE: THIS RFP CONTAINS MANDATORY REQUIREMENTS TO WHICH NO EXCEPTION MAY BE TAKEN. SEE SECTION VII, ITEM 2, FOR DETAILS.

The Vendor must submit proposals and direct inquiries to:

Tangela Harrion
Technology Consultant
Information Technology Services
3771 Eastwood Drive
Jackson, MS 39211
(601) 432-8112
Tangela.Harrion@its.ms.gov

To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. The following must be clearly typed on a label affixed to the package in a clearly visible location:

PROPOSAL, SUBMITTED IN RESPONSE TO
RFP NO. 3675
due January 5, 2012 @ 3:00 p.m.,
ATTENTION: Tangela Harrion

Craig P. Orgeron, Ph.D.
Executive Director, ITS

ITS RFP Response Checklist

RFP Response Checklist: These items should be included in your response to RFP No. 3675.

- _____ 1) One clearly marked original response and ten (10) identical copies including an electronic copy of the complete proposal. Label the front and spine of the three-ring loose-leaf binder with the Vendor name and RFP number. Include the items listed below inside the binder. Please DO NOT include a copy of the RFP in the binder.
- _____ 2) *Submission Cover Sheet*, signed and dated. (Section I)
- _____ 3) *Proposal Bond* (Section I)
- _____ 4) *Proposal Exception Summary*, if applicable (Section V)
- _____ 5) Vendor response to *RFP Questionnaire* (Section VI)
- _____ 6) Point-by-point response to *Technical Specifications* (Section VII)
- _____ 7) Vendor response to *Cost Information Submission* (Section VIII)
- _____ 8) *References* (Section IX)

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SECTION I

SUBMISSION COVER SHEET & CONFIGURATION SUMMARY

Provide the following information regarding the person responsible for the completion of your proposal. This person should also be the person the Mississippi Department of Information Technology Services, **(ITS)**, should contact for questions and/or clarifications.

Name	_____	Phone #	_____
Address	_____	Fax #	_____
	_____	E-mail	_____

Subject to acceptance by **ITS**, the Vendor acknowledges that by submitting a proposal AND signing in the space indicated below, the Vendor is contractually obligated to comply with all items in this Request for Proposal (RFP), including the Standard Contract in Exhibit A if included herein, except those listed as exceptions on the Proposal Exception Summary Form. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. Vendors who sign below may not later take exception to any point during contract negotiations. The Vendor further certifies that the company represented here is an authorized dealer in good standing of the products/services included in this proposal.

Original signature of Officer in Bind of Company/Date

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

CONFIGURATION SUMMARY

The Vendor must provide a summary of the main components of products/services offered in this proposal using 100 words or less.

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PROPOSAL BONDS

Please attach the required Proposal Bond here.

SECTION II

PROPOSAL SUBMISSION REQUIREMENTS

The objective of the Proposal Submission Requirements section is to provide Vendors with the information required to submit a response to this Request for Proposal (RFP). A Vendor who has responded to previous RFPs issued by **ITS** should not assume that the requirements are the same, as changes may have been made.

1. Failure to follow any instruction within this RFP may, at the State's sole discretion, result in the disqualification of the Vendor's proposal.
2. The State has no obligation to locate or acknowledge any information in the Vendor's proposal that is not presented under the appropriate outline according to these instructions and in the proper location.
3. The Vendor's proposal must be received, in writing, by the office of **ITS** by the date and time specified. **ITS** is not responsible for any delays in delivery or expenses for the development or delivery of proposals. Any proposal received after proposal opening time will be returned unopened. Any proposal received with insufficient postage will be returned unopened.
4. Proposals or alterations by fax, e-mail, or phone will not be accepted.
5. Original signatures are required on one copy of the Submission Cover Sheet and Configuration Summary, and the Vendor's original submission must be clearly identified as the original. The Vendor's original proposal must include the Proposal Bond (if explicitly required in Section IV).
6. **ITS** reserves the right to reject any proposals, including those with exceptions, prior to and at any time during negotiations.
7. **ITS** reserves the right to waive any defect or irregularity in any proposal procedure.
8. The Vendor may intersperse their response following each RFP specification but must not otherwise alter or rekey any of the original text of this RFP. If the State determines that the Vendor has altered any language in the original RFP, the State may, in its sole discretion, disqualify the Vendor from further consideration. The RFP issued by **ITS** is the official version and will supersede any conflicting RFP language submitted by the Vendor.

The Vendor must conform to the following standards in the preparation of the Vendor's proposal:

- 8.1 The Vendor is required to submit one clearly marked original response and ten (10) identical copies including an electronic copy of the complete proposal, including all sections and exhibits, in three-ring binders.

- 8.2 To prevent opening by unauthorized individuals, all copies of the proposal must be sealed in the package. A label containing the information on the RFP cover page must be clearly typed and affixed to the package in a clearly visible location.
 - 8.3 Number each page of the proposal.
 - 8.4 Respond to the sections and exhibits in the same order as this RFP.
 - 8.5 Label and tab the responses to each section and exhibit, using the corresponding headings from the RFP.
 - 8.6 If the Vendor does not agree with any item in any section, then the Vendor must list the item on the *Proposal Exception Summary Form*. (See Section V for additional instructions regarding Vendor exceptions.)
 - 8.7 Occasionally, an outline point in an attachment requests information which is not applicable to the products/services proposed. If the Vendor is certain the point does not apply to the given RFP, the Vendor should respond with "NOT APPLICABLE."
 - 8.8 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
 - 8.9 When an outline point/attachment is a statement provided for the Vendor's information only, the Vendor need only read that point. The Vendor acknowledges having read and accepting, or taking exception to, all sections by signing the *Submission Cover Sheet* and providing a *Proposal Exception Summary Form*.
 - 8.10 Where a minimum requirement has been identified, respond by stating the item (e.g., device name/model number, guaranteed response time) proposed and how it will meet the specifications.
 - 8.11 The Vendor must fully respond to each requirement within the *Technical Specifications* by fully describing the manner and degree by which the proposal meets or exceeds said requirements.
9. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this RFP. The Vendor must include and complete all parts of the cost proposal in a clear and accurate manner. **Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor.** The Vendor must complete the *Cost Information Submission* in this RFP, which outlines the minimum requirements for providing cost information. The Vendor should supply supporting details as described in the *Cost Information Submission*.

10. **ITS** reserves the right to request additional information or clarification of a Vendor's proposal. The Vendor's cooperation during the evaluation process in providing **ITS** staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Vendor's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the State's discretion, result in the disqualification of the Vendor's proposal.
11. Unsolicited clarifications and updates submitted after the deadline for proposals will be accepted or rejected at the sole discretion of **ITS**.
12. Unsolicited clarifications in the evaluation and selection of lowest and best proposal will be considered only if all the following conditions are met:
 - 12.1 A clarification to a proposal that includes a newly announced product line or service with equal or additional capability to be provided at or less than the proposed price will be considered.
 - 12.2 Information provided must be in effect nationally and have been formally and publicly announced through a news medium that the Vendor normally uses to convey customer information.
 - 12.3 Clarifications must be received early enough in the evaluation process to allow adequate time for re-evaluation.
 - 12.4 The Vendor must follow procedures outlined herein for submitting updates and clarifications.
 - 12.5 The Vendor must submit a statement outlining the circumstances for the clarification.
 - 12.6 The Vendor must submit one clearly marked original and ten (10) copies of the clarification.
 - 12.7 The Vendor must be specific about which part of the original proposal is being changed by the clarification (i.e., must include exact RFP reference to section and outline point).
13. **Communications with State**

From the issue date of this RFP until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this RFP with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this RFP must be submitted in writing to the State's contact person for the selection process, and not later than the last date for accepting responding Vendor questions provided in this RFP. All such questions will be answered officially by the State in writing. All such questions and

answers will become addenda to this RFP, and they will be posted to the ITS web site. Vendors failing to comply with this requirement will be subject to disqualification.

- 13.1 The State's contact person for the selection process is: Tangela Harrion, Technology Consultant, 3771 Eastwood Drive, Jackson, MS 39211, 601-432-8112, Tangela.Harrion@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

SECTION III VENDOR INFORMATION

The objective of the Vendor Information section of this RFP is to provide Vendors with information required to respond to the RFP successfully.

1. Interchangeable Designations

The terms “Vendor” and “Contractor” are referenced throughout this RFP. Generally, references to the “Vendor” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and award. The term “Contractor” denotes the role assumed, post-award, by the winning Vendor. Additionally, the terms “State of Mississippi,” “State” or “ITS” may be used interchangeably throughout this RFP to denote the political entity issuing the RFP and requesting responses from Vendors throughout these specifications. References to a specific agency, institution or other political entity represent the client or customer on whose behalf ITS is issuing the RFP.

2. Vendor’s Responsibility to Examine RFP

Vendors must examine all documents, forms, specifications, standard provisions, and instructions.

3. Proposal as Property of State

All written proposal material becomes the property of the State of Mississippi.

4. Written Amendment to RFP

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: http://www.its.ms.gov/rfps/rfps_awaiting.shtml.

Any and all amendments will be posted no later than noon, seven days prior to the proposal opening date listed on the cover page of this RFP. Should you be unable to access the ITS website, you may contact the ITS technology consultant listed on page one of this RFP and request a copy.

5. Oral Communications Not Binding

Only transactions which are in writing from ITS may be considered official. No negotiations, decisions, or actions shall be executed by any Vendor as a result of any discussions with any State employee.

6. Vendor’s Responsibility for Delivery

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

The State's intent in issuing this RFP is to award a contract to the lowest and best responsive Vendor who meets specifications, considering price and other factors. The Vendor's past performance, cooperation, and ability to provide service and training are general factors that will be weighed in the selection process. More specific information concerning evaluation criteria is presented in *Technical Specifications*.

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

9. **Right to Award in Whole or Part**

ITS reserves the right to approve an award by individual items or in total, whichever is deemed to be in the best interest of the State of Mississippi.

10. **Right to Use Proposals in Future Projects**

The State reserves the right to evaluate the awarded proposal from this RFP, including all products and services proposed therein, along with the resulting contractual terms, for possible use in future projects if (a) it is deemed to be in the best interest of the State to do so; and (b) the Vendor is willing to extend a cost less than or equal to that specified in the awarded proposal and resulting contract. A decision concerning the utilization of a Vendor's proposal for future projects is solely at the discretion of the State and requires the agreement of the proposing Vendor. The State's decision to reuse an awarded proposal will be based upon such criteria as: (1) the customer's business requirements; (2) elapsed time since the award of the original project; and/or (3) research on changes in the Vendor, market, and technical environments since the initial award.

11. **Price Changes During Award or Renewal Period**

A price increase will not be accepted during the award period or the renewal period, unless stipulated in the contract. However, the State will always take advantage of price decreases.

12. **Right to Request Information**

The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references.

13. Vendor Personnel

For RFPs including professional services specifications, the Vendor will be required to provide and/or certify the following for each individual included in the Vendor's proposal:

- 13.1 A direct telephone number at which the individual may be contacted for a telephone interview. The State will pay toll charges in the continental United States. The Vendor must arrange a toll-free number for all other calls.
- 13.2 That, if onsite interviews are required, the individual can be at the specified location in Mississippi within the timeframe specified. All costs associated with onsite interviews will be the responsibility of the Vendor.
- 13.3 That the individual is proficient in spoken and written English;
- 13.4 That the individual is a U.S. citizen or that the individual meets and will maintain employment eligibility requirements in compliance with all INS regulations. The Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U. S. citizens.
- 13.5 That the personnel assigned to a project will remain a part of the project throughout the duration of the contract as long as the personnel are employed by the Vendor, unless replaced by the Vendor at the request of the State. This requirement includes the responsibility for ensuring all non-citizens maintain current INS eligibility throughout the duration of the contract.

14. Vendor Imposed Constraints

The Vendor must specifically document what limitations, if any, exist in working with any other Contractor acting in the capacity of the State's business partner, subcontractor or agent who may be managing any present or future projects; performing quality assurance; integrating the Vendor's software; and/or providing web-hosting, hardware, networking or other processing services on the State's behalf. The project relationship may be based on roles as either equal peers; supervisory – subordinate; or subordinate – supervisory, as determined by the State. The State recognizes that the Vendor may have trade secrets, intellectual property and/or business relationships that may be subject to its corporate policies or agreements. The State must understand these issues in order to decide to what degree they may impact the State's ability to conduct business for this project. These considerations will be incorporated accordingly into the proposal evaluation and selection process. The understanding reached between the Vendor and the State with regard to this business relationship precludes the Vendor from imposing any subsequent limitations of this type in future project undertakings by the State.

15. Best and Final Offer

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Because of the time and expense incurred by both the Vendor community and the State, BAFOs are not routinely conducted. Vendors should offer their best pricing with the initial solicitation. Situations warranting solicitation of a BAFO will be considered an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. Restriction on Advertising

The Vendor must receive written approval from the State before advertising or referencing the award of the contract or the services being provided. The Vendor must agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Mississippi.

17. Rights Reserved to Use Existing Product Contracts

The State reserves the right on turnkey projects to secure certain products from other existing ITS contracts if it is in its best interest to do so. If this option is exercised, then the awarded Vendor must be willing to integrate the acquisition and implementation of such products within the schedule and system under contract.

18. Additional Information to be Included

In addition to answering each specification within this RFP, the Vendor must include complete product/service information, including product pictorials and technical/descriptive literature relative to any product/service offered with the proposal. Information submitted must be sufficiently detailed to substantiate that the products/services offered meet or exceed specifications.

19. Valid Contract Required to Begin Work

The successful Vendor should not commence any billable work until a valid contract has been executed. Any work done by the successful Vendor prior to the execution of the contract is done at the Vendor's sole risk. The State is under no obligation to pay for work done prior to the execution of a contract.

SECTION IV LEGAL AND CONTRACTUAL INFORMATION

The objective of the *Legal and Contractual Information* section is to provide Vendors with information required to complete a contract or agreement with **ITS** successfully.

1. **Acknowledgment Precludes Later Exception**

By signing the *Submission Cover Sheet*, the Vendor is contractually obligated to comply with all items in this RFP, including the *Standard Contract* in Exhibit A if included herein, except those specifically listed as exceptions on the *Proposal Exception Summary Form*. If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions. Vendors who respond to this RFP by signing the *Submission Cover Sheet* may not later take exception to any item in the RFP during contract negotiations. This acknowledgement also contractually obligates any and all subcontractors that may be proposed. No exceptions by subcontractors or separate terms and conditions will be entertained after the fact.

2. **Failure to Respond as Prescribed**

Failure to respond as described in Section II: *Proposal Submission Requirements* to any item in the sections and exhibits of this RFP, including the *Standard Contract* attached as Exhibit A, if applicable, shall contractually obligate the Vendor to comply with that item.

3. **Contract Documents**

ITS will be responsible for all document creation and editorial control over all contractual documentation related to each procurement project. The following documents will normally be included in all contracts between **ITS** and the Vendor:

- 3.1 The Proposal Exception Summary Form as accepted by **ITS**;
- 3.2 Contracts which have been signed by the Vendor and **ITS**;
- 3.3 **ITS'** Request for Proposal, including all addenda;
- 3.4 Official written correspondence from **ITS** to the Vendor;
- 3.5 Official written correspondence from the Vendor to **ITS** when clarifying the Vendor's proposal; and
- 3.6 The Vendor's proposal response to the **ITS** RFP.

4. **Order of Precedence**

When a conflict arises regarding contract intent due to conflicting statements in documents included in the contract, the order of precedence of each document is as listed above unless modification of order is negotiated and agreed upon by both **ITS** and the winning Vendor.

5. Additional Contract Provisions

The contract will also include such additional provisions, which are not inconsistent or incompatible with the material terms of this RFP, as may be agreed upon by the parties. All of the foregoing shall be in such form and substance as prescribed by the State.

6. Contracting Agent by Law

The Executive Director of **ITS** is, by law, the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of computer and telecommunications equipment, systems, software, and services (Section 25-53-1, et seq., of the Mississippi Code Annotated). **ITS** is issuing this RFP on behalf of the procuring agency or institution. **ITS** and the procuring agency or institution are sometimes collectively referred to within this RFP as "State."

7. Mandatory Legal Provisions

- 7.1 The State of Mississippi is self-insured; all requirements for the purchase of casualty or liability insurance are deleted.
- 7.2 Any provisions disclaiming implied warranties shall be null and void. See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4). The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.
- 7.3 The Vendor shall have no limitation on liability for claims related to the following items:
 - 7.3.1 Infringement issues;
 - 7.3.2 Bodily injury;
 - 7.3.3 Death;
 - 7.3.4 Physical damage to tangible personal and/or real property; and/or
 - 7.3.5 The intentional and willful misconduct or negligent acts of the Vendor and/or Vendor's employees or subcontractors.
- 7.4 All requirements that the State pay interest (other than in connection with lease-purchase contracts not exceeding five years) are deleted.
- 7.5 Any contract negotiated under this RFP will be governed by and construed according to the laws of the State of Mississippi. Venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi.
- 7.6 Any contract negotiated under this RFP is cancelable in the event the funding authority does not appropriate funds. Notice requirements to Vendor cannot exceed sixty (60) days.

- 7.7 The State of Mississippi does not waive its sovereign immunities or defenses as provided by law by entering into this contract with the Vendor, Vendor agents, subcontractors, or assignees.
- 7.8 The State will deliver payments to the Vendor within forty-five (45) days after receipt of invoice and receipt, inspection, and approval of Vendor's products/services. No late charges will exceed 1.5% per month on any unpaid balance from the expiration of said period until payment is delivered. See Section 31-7-305 of the Mississippi Code Annotated. Seller understands and agrees that Purchaser is exempt from the payment of taxes.
- 7.9 The State shall not pay any attorney's fees, prejudgment interest or the cost of legal action to or for the Vendor.

8. Approved Contract

- 8.1 Award of Contract - A contract is considered to be awarded to a proposer once the proposer's offering has been approved as lowest and best proposal through:
 - 8.1.1 Written notification made to proposers on **ITS** letterhead, or
 - 8.1.2 Notification posted to the **ITS** website for the project, or
 - 8.1.3 CP-1 authorization executed for the project, or
 - 8.1.4 The **ITS** Board's approval of same during an open session of the Board.
- 8.2 **ITS** statute specifies whether **ITS** Director approval or **ITS** Board approval is applicable for a given project, depending on the total lifecycle cost of the contract.
- 8.3 A contract is not deemed final until five (5) working days after either the award of contract or post procurement review, as stipulated in the **ITS** Protest Procedure and Policy. In the event of a valid protest, the State may, at its sole discretion, continue the procurement or stay the procurement in accordance with the **ITS** Protest Procedure and Policy. If the procurement is stayed, the contract is not deemed final until the protest is resolved.

9. Contract Validity

All contracts are valid only if signed by the Executive Director of **ITS**.

10. Order of Contract Execution

Vendors will be required to sign contracts and to initial all contract changes before the Executive Director of **ITS** signs.

11. Availability of Funds

All contracts are subject to availability of funds of the acquiring State entity and are contingent upon receipt by the winning Vendor of a purchase order from the acquiring State entity.

12. CP-1 Requirement

All purchase orders issued for goods and services acquired from the awarded Vendor under this RFP must be encoded by the Customer agency with a CP-1 approval number assigned by **ITS**. This requirement does not apply to acquisitions that by policy have been delegated to State entities.

13. Requirement for Electronic Payment and Invoicing

13.1 Payments to the awarded Vendor for all goods and services acquired under this RFP by state agencies that make payments through the Statewide Automated Accounting System (“SAAS”) will be made electronically, via deposit to the bank account of the Vendor’s choice. The awarded Vendor must enroll and be activated in PayMode™, the State’s current vehicle for sending and receiving electronic payments, prior to receiving any payments from state agencies. There is no charge for a Vendor to enroll or receive payments via PayMode. For additional information on PayMode, including registration instructions, Vendors should visit the following website: <http://portal.paymode.com/ms/>. Vendors may also request assistance from the Mississippi Management and Reporting System (MMRS) Call Center regarding PayMode registration by contacting mash@dfa.state.ms.us.

13.2 For state agencies that make payments through SAAS, the awarded Vendor is required to submit electronically all invoices for goods and services acquired under this RFP, along with appropriate supporting documentation, as directed by the State. Should the requirement for electronic invoicing be implemented during the term of the project contract, the State will work with the Vendor to determine a reasonable timeframe for initiating electronic invoicing.

13.3 Items 13.1 and 13.2 only apply to state agencies that make payments through SAAS. Payments and invoices for all other entities will conform to their standard methods of payment to contractors.

14. Time For Negotiations

14.1 All contractual issues must be successfully negotiated within fifteen (15) working days from the Vendor’s initial receipt of the project contract from **ITS**, unless **ITS** consents to extend the period. Failure to complete negotiations within the stated time period constitutes grounds for rejection of the Vendor’s response to this RFP. **ITS** may withdraw the proposal award and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless **ITS** consents to a different period.
15. **Prime Contractor**
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
16. **Sole Point of Contact**
ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. ITS Approval of Subcontractor Required

Unless provided in the contract, the Vendor shall not contract with any other party for furnishing any of the contracted work or services without the consent, guidance, and written approval of the State. **ITS** reserves the right of refusal and the right to request replacement of a subcontractor due to unacceptable work or conduct. This provision should not be interpreted as requiring the approval of individual contracts of employment between the Vendor and personnel assigned for services under the contract.

18. Inclusion of Subcontract Agreements

Copies of any agreements to be executed between the Vendor and any subcontractors must be included in the Vendor's proposal.

19. Negotiations with Subcontractor

In order to protect the State's interest, **ITS** reserves the right to attempt to resolve the contractual disagreements that may arise between the Vendor and its subcontractor after award of the contract.

20. References to Vendor to Include Subcontractor

All references in the RFP to "Vendor" shall be construed to encompass both the Vendor and its subcontractors.

21. Outstanding Vendor Obligations

- 21.1 Any Vendor who presently owes the State of Mississippi money pursuant to any contract for which **ITS** is the contracting agent and who has received written notification from **ITS** regarding the monies owed, must submit, with the proposal, a certified check in the amount due and owing in order for the proposal in response to this RFP to be considered. For a Vendor currently in bankruptcy as of the RFP submission date, this requirement is met, if and only if, **ITS** has an active petition before the appropriate bankruptcy court for recovery of the full dollar amount presently owed to the State of Mississippi by that Vendor. If the Vendor has emerged from bankruptcy by the RFP submission date, the Vendor must pay in full any amount due and owing to the State, as directed in the court-approved reorganization plan, prior to any proposal being considered.
- 21.2 Any Vendor who is presently in default on existing contracts for which **ITS** is the contracting agent, or who otherwise is delinquent in the performance of any such contracted obligations, is in the sole judgment of the State required to make arrangement for fulfilling outstanding obligations to the satisfaction of the State in order for the proposal to be considered.
- 21.3 The State, at its sole discretion, may reject the proposal of a Vendor with any significant outstanding financial or other obligations to the State or who is in bankruptcy at the time of proposal submission.

22. **Equipment Condition**

For all RFPs requiring equipment, the Vendor must furnish only new equipment in response to **ITS** specifications, unless an explicit requirement for used equipment is otherwise specified.

23. **Delivery Intervals**

The Vendor's proposal must specify, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, delivery and installation intervals after receipt of order.

24. **Pricing Guarantee**

The Vendor must explicitly state, in the *Cost Information Submission* and in response to any specific instructions in the *Technical Specifications*, how long the proposal will remain valid. Unless stated to the contrary in the *Technical Specifications*, pricing must be guaranteed for a minimum of ninety (90) days.

25. **Shipping Charges**

For all RFPs requiring shipment of any product or component, all products must be delivered FOB destination to any location within the geographic boundaries of the State with all transportation charges prepaid and included in the RFP proposal or LOC quotation. Destination is the point of use.

26. **Amortization Schedule**

For all RFPs requiring equipment, contracts involving the payment of interest must include an amortization schedule clearly documenting the amount of interest payable over the term of the contract.

27. **Americans with Disabilities Act Compliance for Web Development and Portal Related Services**

All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the W3C.

28. **Ownership of Developed Software**

28.1 When specifications require the Vendor to develop software for the State, the Vendor must acknowledge and agree that the State is the sole owner of such developed software with exclusive rights to use, alter, or distribute the software without restriction. This requirement applies to source code, object code, and documentation.

28.2 The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.

29. **Ownership of Custom Tailored Software**

In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.

30. **Terms of Software License**

The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.

31. **The State is Licensee of Record**

The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.

32. **Compliance with Enterprise Security Policy**

Any solution proposed in response to this RFP must be in compliance with the State of Mississippi's Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the contract resulting from this RFP and require the Vendor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement prior to accessing the policy. The Vendor may request individual sections of the Enterprise Security Policy or request the entire document. Prior to the Vendor receiving the requested policy information, the Vendor must sign and submit the non-disclosure agreement found on the ITS website, <http://www.its.ms.gov>, as follows: click on the "ITS Services" button on the left of the screen; select "Information Security", scroll to the bottom of the page, and click on the link "Enterprise Security Policy" under "Policies and Plans". The form can be found at the "Enterprise Security Policy" link under the "Third Party" heading. The complete web address is shown below:

http://www.its.ms.gov/security/docs/confidentiality_agreement_for_its_esp_for_web.pdf
Vendor must provide contact information (name, email address, phone number) that can be used to coordinate the secure delivery of the requested information.

33. **Negotiating with Next-Ranked Vendor**

Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.

34. **Disclosure of Proposal Information**

Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the **ITS** Public Records Procedures established in accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

As outlined in the Third Party Information section of the **ITS** Public Records Procedures, **ITS** will give written notice to any affected Vendor of a request to view or reproduce the Vendor's proposal or portion thereof. **ITS** will not, however, give such notice with respect to summary information prepared in connection with the State's review or evaluation of a Vendor's proposal, including, but not limited to, written presentations to the **ITS** Board or other approving bodies, and/or similar written documentation prepared for the project file. In addition, **ITS** will not provide third-party notice for requests for any contract executed as a result of this RFP, with the exception of information contained in contract exhibits identified and labeled as confidential during the contract negotiation process. **ITS** will provide third-party notice of requests for any such confidential exhibits to allow Vendor the opportunity to protect the information by court order as outlined in the **ITS** Public Records Procedures.

Summary information and contract terms, as defined above, become the property of **ITS**, who has the right to reproduce or distribute this information without notification.

Vendors should further be aware that requests for disclosure of proposal and contract information are sometimes received by **ITS** significantly after the proposal opening date. **ITS** will notify the signatory "Officer in Bind of Company" provided in Section I of this RFP for Notification of Public Records Requests in the event information is requested that your company might wish to consider protecting as a trade secret or as confidential commercial or financial information. If the "Officer in Bind of Company" should not be used for notification of public records requests, Vendor should provide the alternative contact information in response to this RFP item.

35. **Risk Factors to be Assessed**

The State will assess risk factors that may initially exist within a given procurement and that may develop over the course of a procurement process as facts become known. The State, at its sole discretion, may employ the following mechanisms in mitigating these risks: proposal bonding, performance bonding, progress payment plan with retainage, inclusion of liquidated damages, and withholding payment for all portions of the products/services acquired until final acceptance. The Vendor must agree to incorporate any or all of the above terms and conditions into the customer agreement.

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$5,000.00 with its RFP proposal. Vendor is specifically disallowed from taking exception to the proposal bond requirement. Proposals without proposal bonds will be rejected.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi State Department of Health**, to be held by their contracting agent, the Mississippi Department of Information Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

The security binds the Vendor to the commitments made in writing in the Vendor's proposal. The security will be forfeited in the event the awarded Vendor, at any time during the contract negotiation process, refuses to honor commitments made in its proposal, reneges on pricing, takes exception to any term or condition that was not addressed in the Vendor's written proposal, or fails to execute a contract as anticipated in the RFP and the Vendor's proposal, including documented exceptions, within fifteen (15) working days after the Vendor's initial receipt of the project contract from **ITS**, unless an extension is agreed to by **ITS**.

As stated in the RFP, the Vendor may take exception to any point without incurring any liability to provide items to which an exception has been taken. Likewise, the State has no obligation to accept any proposed exception. Should the State decide, at its sole discretion and at any point in the process, that an exception is NOT acceptable, **ITS** will reject the Vendor's proposal and return the Vendor's security.

The Vendor's security will be returned promptly after **ITS** and the successful Vendor have executed a contract or within ninety (90) days after opening the proposals if no letter of intent to award a contract has been sent. In the event that the successful Vendor fails to accept and sign the mutually negotiated contract, that Vendor shall be disqualified and **ITS** shall initiate negotiations with the next ranked Vendor until a contract is successfully negotiated, or **ITS** elects to cancel the procurement. The securities of all remaining Vendors will be returned when a contract has been successfully negotiated and executed, or when the procurement is canceled.

37. **Performance Bond/Irrevocable Bank Letter of Credit**

The Vendor is not required to include the price of a performance bond or irrevocable bank letter of credit with its RFP proposal.

38. **Responsibility for Behavior of Vendor Employees/Subcontractors**

The Vendor will be responsible for the behavior of all its employees and subcontractors while on the premises of any State agency or institution. Any Vendor employee or subcontractor acting in a manner determined by the administration of any State agency or

institution to be detrimental, abusive, or offensive to any of the staff or student body of any State agency or institution will be asked to leave the premises and can be suspended from further work on the premises.

39. **Protests**

The Executive Director of **ITS** and/or the Board Members of **ITS** or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the **ITS** Internet site - **ITS** Protest Procedure and Policy, Section 019-020, **ITS** Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from **ITS** upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the **ITS** Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the **ITS** Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3675.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the **ITS** Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by **ITS** in the computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

Should the written protest submitted by the Vendor fail to comply with the content requirements of **ITS'** protest procedure and policy, fail to be submitted within the prescribed time limits, or fail to have the appropriate protest bond accompany it, the protest will be summarily dismissed by the **ITS** Executive Director.

41. **Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

SECTION V PROPOSAL EXCEPTIONS

Please return the *Proposal Exception Summary Form* at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state “No Exceptions Taken.” If no *Proposal Exception Summary Form* is included, the Vendor is indicating that he takes no exceptions to any item in this RFP document.

1. Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this RFP, including a specification denoted with “shall” or “must,” as long as the following are true:
 - 1.1 The specification is not a matter of State law;
 - 1.2 The proposal still meets the intent of the RFP;
 - 1.3 A *Proposal Exception Summary Form* is included with Vendor’s proposal; and
 - 1.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form*.
2. The Vendor has no liability to provide items to which an exception has been taken. **ITS** has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and **ITS** will discuss each exception and take one of the following actions:
 - 2.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
 - 2.2 **ITS** will determine that the exception neither poses significant risk to the project nor undermines the intent of the RFP and will accept the exception;
 - 2.3 **ITS** and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or
 - 2.4 None of the above actions is possible, and **ITS** either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
3. Should **ITS** and the Vendor reach a successful agreement, **ITS** will sign adjacent to each exception which is being accepted or submit a formal written response to the *Proposal Exception Summary* responding to each of the Vendor’s exceptions. The *Proposal Exception Summary*, with those exceptions approved by **ITS**, will become a part of any contract on acquisitions made under this RFP.

4. An exception will be accepted or rejected at the sole discretion of the State.
5. The State desires to award this RFP to a Vendor or Vendors with whom there is a high probability of establishing a mutually agreeable contract, substantially within the standard terms and conditions of the State's RFP, including the *Standard Contract* in Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.
6. For Vendors who have successfully negotiated a contract with **ITS** in the past, **ITS** requests that, prior to taking any exceptions to this RFP, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to **ITS** or participated in contract negotiations with **ITS** on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

PROPOSAL EXCEPTION SUMMARY FORM

List and clearly explain any exceptions, for all RFP Sections and Exhibits, in the table below.

ITS RFP Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	
1.			
2.			
3.			
4.			
5.			
6.			
7.			

SECTION VI RFP QUESTIONNAIRE

Please answer each question or provide the information as requested in this section.

1. **Statewide Automated Accounting System (SAAS) Information for State of Mississippi Vendor File**

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

SAAS Vendor Code: _____ OR Signed W-9 Form Attached: _____

- 1.2 **Vendor Self-Certification Form:** The State of Mississippi, in an effort to capture participation by minority Vendors, asks that each Vendor review the State of Mississippi Minority Vendor Self Certification Form. This information is for tracking/reporting purposes only, and will not be used in determining which Vendor will be chosen for the project. Any Vendor who can claim status as a Minority Business Enterprise or a Woman Business Enterprise in accordance with the definitions on this form and who has not previously submitted a form to the State of Mississippi should submit the completed form with the proposal. A copy of the Minority Vendor Self-Certification Form can be obtained at: http://www.mississippi.org/assets/docs/minority/minority_vendor_selfcertform.pdf. Please direct any questions about minority certification in Mississippi to the Minority Business Enterprise Division of the Mississippi Development Authority by telephone at (601) 359-3448 or via email at minority@mississippi.org.

Minority Vendor Self-Certification Form Included: _____
Minority Vendor Self-Certification Form Previously Submitted: _____
Not claiming Minority or Women Business Enterprise Status: _____

2. **Certification of Authority to Sell**

The Vendor must certify Vendor is a seller in good standing, authorized to sell and able to deliver all items and related services proposed in the State of Mississippi in the time frame specified. Does the Vendor make these certifications? (A yes or no answer is required.)

Remit Address (if different):

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7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at http://www.its.ms.gov/rfps/rfps_awaiting.shtml. We will post clarifications until noon seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

Vendors may list any questions or items needing clarification discovered in the week prior to the proposal opening in a written format at the beginning of the proposal binder or in the comment section for the individual offering.

Does the Vendor certify that they have reviewed a copy of the **ITS** amendments for RFPs as above stated? (A yes or no answer is required.)

SECTION VII TECHNICAL SPECIFICATIONS

1. How to Respond to this Section

- 1.1 Beginning with Item 2.1 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no vendor response or vendor compliance is required. “ACKNOWLEDGED” simply means the vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the vendor will adhere to the requirement. These terms are used to respond to statements that specify that a vendor or vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

2. Mandatory Provisions in Technical Requirements for this RFP

- 2.1 The items in this section of this RFP are MANDATORY. Vendors are specifically disallowed from taking exception to these mandatory requirements, and proposals that do not meet all mandatory requirements are subject to immediate disqualification, at the sole discretion of the State.
- 2.2 Attendance at the Vendor Web Conference on Friday, December 2, 2011 at 10:00 a.m. Central Time, is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any

proposal received from a Vendor who did not have an authorized representative at the Vendor Conference will be rejected. Vendors must contact Tangela Harrion prior to 3:00 p.m., Thursday, December 1, 2011 to receive instructions on how to access the Vendor Web Conference.

- 2.3 The Vendor's proposed solution must be web-based using Microsoft's Internet Information Service (IIS) Version 7 or greater.
- 2.4 MSDH will host the application and the data will be housed at the MSDH Data Center.
- 2.5 The proposed solution must comply with Public Health Information Network (PHIN) IT Security and Critical Infrastructure Protection requirements. For more information go to <http://www.cdc.gov/phinf/>.
- 2.6 The proposed database must be one of the following: Oracle 11g R2 or Microsoft SQL Server 2008 R2. Vendor must state which one their database is designed in.
- 2.7 Vendor's proposed solution must comply with the following state and federal standards.
 - 2.7.1 Health Insurance Portability and Accountability Act (HIPAA) - for more information go to <http://www.hhs.gov/ocr/hipaa/>;
 - 2.7.2 Health Level Seven (HL7) Version 2.5 Standards for Messaging and the Reference Information Model (RIM) - for more information go to <http://www.hl7.org/>;
 - 2.7.3 Logical Observation Identifiers Name and Codes (LOINC) laboratory terminology standards - for more information go to <http://www.regenstrief.org/loinc/>;
 - 2.7.4 The Systemized Nomenclature of Medicine (SNOMED) - for more information go to <http://www.snomed.org/>;
- 2.8 Per MSDH standards, MSDH must install the Vendor's proposed system with the awarded Vendor assisting and overseeing the installation.
- 2.9 The Vendor must adhere to MSDH's Standard Application and Database Lifecycle Requirements as stated below.
 - 2.9.1 Mississippi State Department of Health (MSDH) Office of Health Informatics (OHI) Information Resources Management Database Administration (IRMDBA) group requires all vendor Commercial-off-the-shelf COTS and in-house applications and databases to graduate through a standard design lifecycle migration path that

moves from Test (TEST), to Quality Assurance (QA), to Production (PROD) database instances. This applies to both Oracle and Microsoft SQL Server databases. The purpose of this requirement is to enforce strict revision control and configuration management on the project Production database.

- 2.9.2 Test (TEST) - The TEST application and database environment is where technical database designs are developed and tested. This includes the structure, data, and data handling functions. The structure includes all relational database objects, such as schemas, tables, columns, column types and sizes, partitioned tables, indexes, partitioned indexes, primary and foreign key constraints, triggers, sequences, stored procedures, functions, packages, XML structures, user-defined object-oriented structures, SQL queries and scripts, PL/SQL routines, data dictionaries, data migration and loading scripts and utilities, etc. Iterative changes to the schema will be made only in the TEST instance. Only after the technical parties involved, such as the applications developers, Database Administrators (DBA's), vendors, managers, and others have agreed that the design is complete and functioning properly will the application and database be migrated to QA. The database migration will occur via an export (Oracle) or backup (MS SQL Server) transfer or via incremental change SQL script. A hard-copy sign-off Database Object Migration form is required to authorize this migration. This form must be signed by both the Project Functional owner and the Applications Development and Support Manager.
- 2.9.3 Quality Assurance (QA) - The database is either imported or restored (from backup) into the QA instance. QA is where the functional owners of the application and database test the functional readiness of the project. This includes local, remote, and field testing. Nothing, except data, is ever changed in QA. Any enhancements, modifications, improvements, additions, or changes to the application or database schema that result from QA testing are made in the TEST instance. Once again, for each and every structure change that result from QA or pilot testing, these changes are re-tested in the TEST environment for technical correctness before they are migrated up to QA via an additional hard-copy authorizing Database Object Migration Form. Any subsequent new changes are required to go through this TEST-to-QA cycle again. Exceptions to this requirement are not considered or allowed.
- 2.9.4 (Production) PROD - Once all involved parties agree that the application and database design has been thoroughly tested and

qualified in QA, it is then exported or backed up and migrated to PROD via a hard-copy authorization sign-off form. “Back-door” changes or modifications to the data in PROD are not allowed without a hard-copy signed Database Object Migration Form, which is required to authorize the change to Production data. PROD is locked down in secure, reliable, and responsive production datacenter servers that are backed-up on a nightly basis for fast recovery. Project database documentation, in its final form, is required to be submitted to the IRMDBA group prior to migrations to PROD.

3. General Overview and Background

The Mississippi State Department of Health (MSDH) has three programs that are state mandated. It is the desire of MSDH to purchase a modular COTS solution that consists of the following modules: Metabolic Screening Database, Case Management System, Long-Term Follow-up and Birth Defects Registry. If funds are available it is possible for MSDH to purchase an Early Hearing Detection application as well. Below are overviews of each of the three areas.

The Newborn Screening Program

The Newborn Screening Program is state mandated program. All Mississippi newborns are screened for forty (40) possible genetic disorders before being released from the birth hospital. The Newborn Screening Program tracks these screenings and identifies cases of these disorders. Field office staff work with the physicians and families to ensure proper care is provided.

Process Narrative

The initial blood spot specimen is collected at the hospital and sent to the screening lab. The lab runs the tests and reports the test results to the Newborn Screening Program. Data for 15 fields are transmitted electronically from the screening lab that performs the testing to the Bureau of Genetic Services. This bureau is within the Bureau of Child Health that oversees the Newborn Screening Program and Birth Defects Registry.

For inconclusive test results, the Newborn Screening Program sends a report to the district office and requests that a repeat blood spot specimen be collected. In the event of a positive test result which requires immediate follow up including possible treatment, the screening lab calls the test result to the Newborn Screening Program, which in turn calls the field office team, which consists of a nurse, social worker, and a clerk.

The physician and the family are contacted and the baby is referred for further medical evaluation, diagnostic tests and treatment. Cases in the Newborn Screening Program are closed when the infant is under the care of a physician and a diagnosis has been made.

Invoicing for newborn screening is a function of the Newborn Screening Program. On a monthly basis the program invoices the hospitals for lab work based on the number of infants screened by the hospital. The Newborn Screening Program in turn pays the screening lab based on the total number of babies screened in the state each month.

Various reports are generated monthly, including a report that lists the number of infants born in each county and the newborn screening results for each. These reports are provided to the MSDH district offices. Another report that lists the infants who had inadequate specimens collected is provided to each hospital. Other reports indicate those infants with open cases that need to be evaluated and closed by the Program.

Technical Description of the Newborn Screening System

The Newborn Screening data system includes information on individual children and their families and is written in Microsoft Access 2003, using the native JET database engine. Data is encrypted and transmitted in a DBF file format from the screening lab. Data for five other fields are entered by the Genetics and laboratory staff. The system resides on a server at the central office and may be viewed by Genetics/CMP Coordinators through their workstations at the district offices. Editing is permitted only by central offices staff. The Newborn Screening system contains over 200,000 records.

Birth Defects Surveillance Registry

The Birth Defects Registry is a registry of approximately 11,000 records related to birth defects in individuals born on or after January 1, 2000. The registry can be accessed and edited by the Bureau of Genetics Services' central office staff. Data is submitted into the Birth Defects Registry primarily from the hospitals in an electronic format; approximately 25% of the data for birth defects are reported manually. The data is reported by type of defect, demographics, hospitalization events (ICD-9/ICD-10) standards.

Process Narrative

Children from birth to age 21 determined to have a birth defect are reported and entered into the Birth Defects Registry. Manual reports come from hospitals, physicians or clinics. The Public Health team in the field assists the family with services and referrals to other programs. The team consists of three people: a social worker, a nurse and a clerk. Reports generated from the Birth Defects Registry include an annual CDC surveillance report and other ad hoc reports.

Technical Description of the Birth Defects Surveillance Registry System

The Birth Defects Registry is also written in Microsoft Access 2003, using the native JET database engine and resides on the Bureau of Child Health server with the Newborn Screening system.

Early Hearing Detection and Intervention

The Early Hearing Detection and Intervention (EHDI) Program identifies and tracks newborns/toddlers with potential hearing loss as early as possible. Once identified, cases are referred to the First Steps Early Intervention Program and managed by field office staff known as Service Coordinators (SCs). EHDI contracts with Hearing Resource Consultants (HRCs) to coordinate activities with SCs and families regarding appropriate services for children with hearing loss.

The EHDI System was developed for the capture and dissemination of data for children with possible hearing loss. The system captures demographic information and other specific information needed to report activities as required by grant obligations, such as types and severity of hearing losses in the state.

Process Narrative

It is state mandated that all birthing facilities administer newborn hearing screening before hospital discharge. EHDI maintains a database of all infants born in MS who did not pass the hearing screening, infants who transfer from the birthing facility without receiving a hearing screening, infants who are not screened due to illness, and infants who pass the newborn hearing screening with risk factors for developing late-onset or progressive hearing loss. These children are reported for tracking purposes on a form that is faxed or mailed from the hospitals to the central office where the data are then entered into the EHDI database by state-level program staff. This database currently has no interface with Patient Information Management System (PIMS).

Each infant in the database is referred by either the hospital or the EHDI Program for an audiological evaluation, and if hearing loss is validated, the child is referred to the Early Intervention Program and/or the Children's Medical Program (CMP). The EHDI Program also maintains files of Excel spreadsheets of the number of tests completed by the delivery hospitals which perform some QA checks (e.g., more screenings completed than reasonable, high percent of failed screenings, etc).

The EHDI System provides report functions including an annual statistical report to CDC.

Technical Description of Early Hearing Detection and Intervention System

The Early Hearing Program's existing system is also written in Microsoft Access 2003, using the native JET database engine, and resides on one of the Bureau of Child Health's servers and contains about approximately 7,816 records.

Refer to Exhibit B of this RFP for a list of the file names and to obtain instructions on how to download the files.

4. Procurement Project Schedule

Task	Date
First Advertisement Date for RFP	11/22/2011
Second Advertisement Date for RFP	11/29/2011
Deadline to RSVP for Mandatory Vendor Web Conference	3:00 p.m. Central Time on 12/01/011
Mandatory Vendor Web Conference	10:00 a.m. Central Time on 12/02/2011
Deadline for Vendor's Written Questions	3:00 p.m. Central Time on 12/07/2011
Deadline for Questions Answered and Posted to ITS Web Site	12/15/2011
Open Proposals	01/05/2012
Begin Evaluation of Proposals	01/06/2012
On-site Vendor Demonstrations	01/30/2012 – 01/31/2012
ITS Board Presentation	02/16/2012
Project Completion	06/30/2012

5. Statement of Understanding

- 5.1 Vendors may request additional information or clarifications to this RFP using the following procedure:
 - 5.1.1 Vendors must clearly identify the specified paragraph(s) in the RFP that is in question.
 - 5.1.2 Vendor must deliver a written document to Tangela Harrion at **ITS** by December 7, 2011 at 3:00 p.m. Central Time. This document may be delivered by hand, mail, email, or fax. Address information is given on page one of this RFP. The fax number is (601) 713-6380. **ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS.** It is solely the responsibility of the vendor that the clarification document reaches **ITS** on time. Vendors may contact Tangela Harrion to verify the receipt of their document. Documents received after the deadline will be rejected.
- 5.2 All questions will be compiled and answered, and a written document containing all questions submitted and corresponding answers will be posted on the **ITS** web site by close of business on December 15, 2011.

- 5.3 To access the mandatory Vendor Web Conference, Vendor must contact Tangela Harrion via email at Tangela.Harrion@its.ms.gov no later than December 1, 2011, at 3:00 p.m. Central Time to receive instructions on how to enter into the web conference.
- 5.4 Vendor's proposed solution must provide a platform for integration of the following:
 - 5.4.1 Newborn hearing screening; and
 - 5.4.2 Birth defects registry.
- 5.5 MSDH desires a way to compare children in the newborn screening data to the children in birth records from Vital Records eliminate misinformation. MSDH can provide the file from Vital Records in any format that the Vendor requests. Vendor must describe if they can accommodate this request.
- 5.6 MSDH is seeking a five-year lifecycle cost with the initial term being 3 years with 2 one-year renewals.
- 5.7 MSDH desires that the awarded Vendor be ready to implement and test their proposed solution by March 31, 2012, and be in production and running parallel by June 30, 2012.
- 5.8 At this time the Genetics Division is seeking a Newborn Screening and Birth Defects Surveillance Registry System, but it is possible that the Early Hearing Detection and Intervention Program may decide to incorporate an Early Hearing Detection and Intervention System to the awarded Vendor's proposed solution. Vendor must propose the price for all components for an Early Hearing Detection and Intervention module.
- 5.9 Vendor must state the following regarding their proposed system.
 - 5.9.1 Name and detailed description of the proposed system and its modules and what is included;
 - 5.9.2 Number of licenses required to run the proposed system;
 - 5.9.3 Type of licenses required to run the proposed system;

6. Vendor Qualifications and Experience

The Vendor must provide a description of its organization. This description shall contain all pertinent data relating to the Vendor's organization, personnel and experience that would substantiate the qualifications and capabilities of the Vendor to perform the services described herein. At a minimum, the Vendor must describe:

- 6.1 Brief History of Organization
 - 6.1.1 Define growth of organization over the last three years.
 - 6.1.2 Define organization's current position and commitment to the State in this market place.
 - 6.1.3 Define market indicators that could affect the contractual obligations of the organization as it relates to this contract.
 - 6.1.4 Define any impending merger or acquisition that would affect the organization that could impact this contract.
- 6.2 The organizational experience information provided should be for engagements similar to the size and scope of the specifications in the Vendor's response to this RFP.
 - 6.2.1 Experience providing contractual technology services for other states or governmental agencies.
 - 6.2.2 Provide detailed information as to the Vendor's background and experience in providing a modular system for newborn screening, birth defects registry and hearing.
- 6.3 Organization Size and Structure
 - 6.3.1 Describe the Vendor's size and organizational structure and state whether the Vendor is based locally, regionally, nationally, or internationally, as well as its relationship to any parent firms, sister firms or subsidiaries.
 - 6.3.2 Give the location of the Vendor's principal office and the number of executive and professional personnel employed at this office.
 - 6.3.3 Give the location of the Vendor's office closest to Jackson, Mississippi, and the number of executive and professional personnel employed at this office.
 - 6.3.4 Describe the issue resolution and escalation process that will be used within the Vendor(s) organization to resolve problems and issues that may arise during the course of this project.
 - 6.3.5 If incorporated, the name of the state of incorporation shall be included. In order to execute a contract, the Vendor's firm must be qualified to do business in the state of Mississippi on or before the date the contract is signed.

- 6.4 The Vendor must provide a copy of its most recent annual report, credit rating number from an industry-accepted credit rating firm, or report of an auditor's unqualified opinion of the financial stability of the firm.

7. Health Informatics Requirements

7.1 Technical Requirements

- 7.1.1 Vendor's application must be compatible to run in a virtualized environment, such as Microsoft's Hyper-V.
- 7.1.2 Any functions requiring e-mail (e.g. alerts) must be compatible with SMTP. MSDH uses Microsoft Exchange as their e-mail system.
- 7.1.3 Vendor must provide in their proposal submission a general Backup and Recovery Plan that addresses all levels of the proposed system (i.e., database servers, file servers, client workstations, etc.). The plan must provide a methodology of performing database backups and/or maintenance with minimal downtime.
- 7.1.4 Vendor must provide in their proposal submission a general Disaster Recovery and Business Continuity Plan that includes the proper procedures and tasks to be performed by system participant groups and stakeholders. The procedures listed in the plan must include the following details at a minimum:
 - 7.1.4.1 Task components;
 - 7.1.4.2 Sequence of activities;
 - 7.1.4.3 Participants' roles (MSDH staff, clients, and other state contractor project staff);
 - 7.1.4.4 Escalation procedures;
 - 7.1.4.5 Manual processes for continuing critical tasks; and
 - 7.1.4.6 Reconciliation process following system restoration.
 - 7.1.4.7 Define any additional security processes and procedures documented in the plan in the event of the following:
 - 7.1.4.7.1 Unscheduled site downtime;
 - 7.1.4.7.2 Unscheduled telecommunications network downtime; and

7.1.4.7.3 Instances other than the above listed causes for system downtime requiring emergency data backup and recovery procedures, that is, natural disasters.

7.1.5 The Vendor must provide automatic job scheduling capabilities that will allow Server Administration to define (add), modify, disable, and delete scheduled reports or utility programs.

7.2 Database Standards Requirements

7.2.1 Database designs are required to be based on the Oracle 11g R2 Database Enterprise Edition with Advanced Security Option core technologies or the Microsoft SQL Server 2008 R2. Microsoft Access designs will not be accepted.

7.2.2 Vendor will comply with the MSDH Standard Database Design Lifecycle that includes the Test, QA, and Production environments and migration paths. Refer to Mandatory requirement Item 2.9.

7.2.3 MSDH databases will reside in a central server instance of the Relational Database Management System (RDBMS) that is physically located in the MSDH Data Center. The application cannot reside on the database server. It must be separated onto a different server from the RDBMS in a true client/server configuration.

7.2.4 The RDBMS cannot be used just as a repository of flat tables, reference tables, or control table structures that simply support intermediate layers or metalayers of business-rules or application logic.

7.2.5 The database RDBMS design is required to be truly relational and take full advantage of all available RDBMS objects and features, such as partitioned tables, partitioned indexes, stored procedures, packages, package bodies, triggers, sequences, functions, and XML database structures.

7.2.6 The RDBMS design and structures cannot use any reserved system resources, such as the SYSTEM tablespace or SYSTEM-assigned index names in the case of Oracle 11g R2 or higher. This includes the use of the SYSTEM tablespace for temporary purposes, such as TEMP tablespaces or Global Temporary Tables, and dynamic temporary structures. The RDBMS structures must use resources specific to its design.

- 7.2.7 The RDBMS design and structures cannot use any internally-reserved keyword names for any object, such as tables, columns, indexes, and primary key constraints. The RDBMS structures must use naming conventions specific to its design.
- 7.2.8 The RDBMS design is required to be normalized to third-normal form.
- 7.2.9 The RDBMS design must support meaningful data extraction and reporting operations, such as Crystal Reports software (v.10 or higher) using standard Structured Query Language (SQL) statements.
- 7.2.10 The RDBMS design will use the standard RDBMS relational features, such as primary keys, referential integrity constraints (foreign keys), and unique keys, to enforce and maintain transactional data integrity.
- 7.2.11 The Vendor RDBMS design will conform to generally acceptable RDBMS coding standards to ensure consistency throughout the design. This will apply to all RDBMS object characteristics and relationships, such as columns and variables having meaningful names and primary and foreign keys having the same names across tables, etc.
- 7.2.12 All RDBMS and associated Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models will be developed with Entity Relationship for Windows (ERWin by Computer Associates, Inc.) or the latest revision of Microsoft Visio. Microsoft Access designs or models will not be accepted.
- 7.2.13 Automatic or dynamic RDBMS development, changes, or modifications by machine-generated or software-generated code will not be allowed. Every addition, modification, or change to the RDBMS or any database object will be modeled using MSDH approved modeling tools and is required to graduate through revision and configuration management control and be thoroughly documented and approved before implementation.
- 7.2.14 Vendor must purchase their own MSDH approved modeling tool licenses; Vendors cannot use the State's licenses.
- 7.2.15 Vendor will use an integrated database design toolset that includes source code control management, configuration management, and

a web-based bug tracking/resolution system that is accessible by MSDH personnel.

- 7.2.16 The RDBMS must be capable of residing on and taking full advantage of Microsoft Windows Server 2008 R2.
- 7.2.17 Vendor's DBA lead will work on-site for the duration of the project with the MSDH Database Administrators to design the RDBMS. All RDBMS development will occur at the MSDH Office of Health Informatics.
- 7.2.18 All database administration functions will be administered and executed by the Information Resource Management Database Administration (IRMDBA) team.
- 7.2.19 Vendor will participate in on-site design review meetings every two weeks.
- 7.2.20 The active RDBMS transactional tables will contain only 3- years-worth of current data (i.e. only the current and previous 2 years). All prior years' data are required to be stored in separate historical tables or temporally-partitioned tables located within the RDBMS. This is required to accommodate efficient database administration of large data sets. These historical tables will be transparently accessible by the client application for historical purposes, such as reporting and investigations. Legacy systems conversions, migrations, and loading into the new RDBMS are required to meet these criteria.
- 7.2.21 Large portions of data and indexes will be stored in separate tablespaces or partitioned table and partitioned indexes. Current transactional data (the current and previous 2 years) and the historical data (prior years) and all indexes will be contained within their own separate tablespaces or partitioned tables and partitioned indexes.
- 7.2.22 Database User Accounts - Accounts for each individual database user.
 - 7.2.22.1 Every individual who connects to the database will have their own account that will be auditable.
 - 7.2.22.2 Individual users will not be allowed to share accounts or use any generic account. These accounts will have only the CONNECT role privileges that includes select, insert, update, and delete of data rows. Other privileges

or functions, such as truncate table, will be granted on an as-needed basis.

- 7.2.22.3 User accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment.
- 7.2.22.4 All user account passwords are required to be encrypted. Please see the PASSWORD MANAGEMENT section for more details regarding passwords.
- 7.2.23 RDBMS-Owner Accounts - Accounts under which the database RDBMS is built or created.
 - 7.2.23.1 RDBMS-owner accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges. They may have the RESOURCE, IMP_FULL_DATABASE, and EXP_FULL_DATABASE roles only in TEST.
 - 7.2.23.2 Owner accounts may have only the IMP_FULL_DATABASE role in the QA testing and PROD production environments.
 - 7.2.23.3 All account passwords are required to be encrypted. Please see the Password Management section below for more details regarding passwords.
 - 7.2.23.4 For Microsoft SQL Server 2008 R2, the database owner user can have DBO privileges but not SA privileges.
- 7.2.24 Other Accounts
 - 7.2.24.1 Persistent-database-connection accounts, such as those for webservices or connection pooling purposes, will be granted only the CONNECT role. All account passwords are required to be encrypted
 - 7.2.24.2 Persistent-database-connection accounts will not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database

environment. Please see the Password Management section below for more details regarding passwords.

7.3 Security Management Requirements

7.3.1 These standards cover both the HIPAA and the National Institute of Standards and Technology security requirements, as required by State and Federal standards. The vendor must comply with these standards.

7.3.2 Password Management Requirements

7.3.2.1 The following policies apply to passwords used on MSDH platforms. Each user must have his or her unique userid and password; generic userid/passwords will not be allowed.

7.3.2.1.1 Must be composed of an eight (8) character string that includes a combination of lower and upper case alphanumeric characters and the numerals 0-9, and at least 1 special character;

7.3.2.1.2 Must be restricted from using the UserID as the password;

7.3.2.1.3 Must be encrypted;

7.3.2.1.4 Will only allow OHI Security Administration to control all aspects of password management;

7.3.2.1.5 Will allow the user to change his or her password without intervention from Security Administration, except in the case of password revocation;

7.3.2.1.6 Will not allow either the use of the user's full name or the same password when prompted for a new password;

7.3.2.1.7 Will provide for automatic notification of expiration of passwords. Security Administration must be able to set a temporary password that will expire after the initial use, forcing the user to set a new password;

- 7.3.2.1.8 Will ensure that passwords cannot be reused by a single individual within a specified time period to be defined by the DBA;
- 7.3.2.1.9 Will have a life of 90 days and will expire in 90 days, however, both the expiration period and the lead time period must be configurable by the Security Administrator;
- 7.3.2.1.10 Will only allow three (3) attempts to log in with an invalid password after which the application will revoke it. At that point, the user will be notified by the application that his/her password has been revoked and the user must contact the Security Administrator to be reinstated;
- 7.3.2.1.11 Will log and record change history keeping at least 3 prior passwords; and
- 7.3.2.1.12 Will be restricted from being reused.

7.4 Security Administration Requirements

- 7.4.1 Vendor must provide a way to enter userids and passwords into the system for outside providers. As MSDH is striving for a single-sign on for MSDH employees, it will be a plus if the application can integrate with Active Directory to authenticate the internal users. Specific application roles must be defined and assigned inside the application.
 - 7.4.1.1 Vendor must describe how they plan to accomplish this.
- 7.4.2 The proposed system must permit MSDH Security Administrator(s) to perform the following security configuration functions:
 - 7.4.2.1 Specify privileges, access and capability for each user;
 - 7.4.2.2 Create roles/groups to define each user's data access based on job function in order to restrict user access at all system levels;
 - 7.4.2.3 Associate a set of functions to a group and to a user (i.e., the system must be flexible enough to go the lowest level of defining a user's access);

- 7.4.2.4 Provide security and access controls that do not depend on ‘hard-coded’ program logic;
- 7.4.2.5 Perform all necessary tasks to manage users and security from within the application itself without the use of native database administration utilities; and
- 7.4.2.6 Present the user with only the menu options/features to which he or she has the security rights/privileges to access (i.e., the user must not see any menu items they do not have the authorization to access, even if they are “grayed out.”).
- 7.4.2.7 The administration of security in all lifecycles of the application (Test, QA and Production) will be handled by the MSDH Security Administrator(s). Refer to mandatory requirements in Item 2.9.

7.5 Documentation

- 7.5.1 Vendor must submit as part of his proposal thoroughly documented for technical review by the State’s evaluation team the following.
 - 7.5.1.1 Entity Relationship Diagrams (ERD); and
 - 7.5.1.2 Data Dictionaries.
- 7.5.2 Vendor must list the maximum and minimum hardware requirements, to include the operating system for both clients and servers, necessary to run their proposed solution successfully.
- 7.5.3 Vendor must include a technical diagram of their proposed solution.

8. **Functional Requirements**

- 8.1 Vendor’s proposed solution must provide case management functionality for all integrated systems.
- 8.2 Vendor’s proposed solution must provide long-term follow-up functionality for all integrated systems.
- 8.3 Vendor must list the types of reports their proposed system can generate for Newborn Screening, Birth Defects and Early Hearing Detection.
- 8.4 Newborn Screening Functional Requirements

- 8.4.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all licenses, software and hardware not revealed in Vendor's proposal.
- 8.4.2 Vendor must state with a yes or no response if they use any third party software in their production system.
- 8.4.3 For each specification listed in this section Vendor must state whether or not their proposed solution has the capability MSDH is requesting.
 - 8.4.3.1 If Vendor's proposed solution has the capability Vendor must describe in detail how the proposed solution meets the requirement.
 - 8.4.3.2 If Vendor's proposed solution does not have the required capability, Vendor must state if the proposed solution can be customized to provide the required functionality.
 - 8.4.3.3 If customizable, Vendor must state the estimated number of man hours required to customize the proposed solution so that the desired functionality is provided.
- 8.4.4 The Newborn Screening System must be able to track by the following fields:
 - 8.4.4.1 Newborn/Patient name;
 - 8.4.4.2 Hospital name;
 - 8.4.4.3 Newborn ID#;
 - 8.4.4.4 Mother's last name;
 - 8.4.4.5 Mother's social security number;
 - 8.4.4.6 Newborn's date of birth;
 - 8.4.4.7 Mother's address, city, and zip code;
 - 8.4.4.8 Filter paper number;
 - 8.4.4.9 Diagnosis;

- 8.4.4.10 County;
- 8.4.4.11 District; and
- 8.4.4.12 State.
- 8.4.5 Proposed solution must provide mechanisms for follow-up to families.
- 8.4.6 Proposed solution must receive reports from labs and send reports to all submitters (e.g., birth hospitals, MSDH clinics and etc.)
- 8.4.7 Proposed solution must provide the ability to generate an invoice to send to the submitting hospital(s) for newborn screening tests, as well as generate a list of newborns that supports the invoice.
- 8.4.8 Proposed solution must track payments from submitting hospitals based upon the following criteria:
 - 8.4.8.1 Date of check;
 - 8.4.8.2 Amount of check;
 - 8.4.8.3 Month of services (i.e., test(s));
 - 8.4.8.4 Invoice number;
 - 8.4.8.5 Name of submitting hospital; and
 - 8.4.8.6 Proposed solution must generate an alert/report within 30 days for delinquent hospital.
- 8.4.9 Proposed solution must track repeat screenings based upon the following criteria:
 - 8.4.9.1 Patients by name;
 - 8.4.9.2 Hospital;
 - 8.4.9.3 Newborn ID#;
 - 8.4.9.4 Mother's last name;
 - 8.4.9.5 Mother's social security number;
 - 8.4.9.6 Newborn's date of birth;
 - 8.4.9.7 Mother's address, city, and zip code;

- 8.4.9.8 Filter paper number;
- 8.4.9.9 Diagnosis;
- 8.4.9.10 County;
- 8.4.9.11 District; and
- 8.4.9.12 State.
- 8.4.10 Proposed solution must provide for tracking of specimen rejection by submitter.
- 8.4.11 Proposed solution must provide for tracking of screening results by the following criteria:
 - 8.4.11.1 Patient;
 - 8.4.11.2 Hospital;
 - 8.4.11.3 County;
 - 8.4.11.4 Mother's address, city, and zip code;
 - 8.4.11.5 District; and
 - 8.4.11.6 State.
- 8.4.12 Proposed solution must track follow-up needed for re-tests by the following criteria:
 - 8.4.12.1 Patient's last name;
 - 8.4.12.2 Hospital ID#;
 - 8.4.12.3 Mother's last name;
 - 8.4.12.4 Mother's social security number;
 - 8.4.12.5 Date of birth;
 - 8.4.12.6 Mother's address, city, and zip code;
 - 8.4.12.7 Filter paper number;
 - 8.4.12.8 Diagnosis;
 - 8.4.12.9 County;

- 8.4.12.10 District; and
- 8.4.12.11 State.
- 8.4.13 Proposed solution must track follow-up needed for infants with abnormal test results or presumptive positive screens by the following criteria:
 - 8.4.13.1 Patient's last name;
 - 8.4.13.2 Hospital ID#;
 - 8.4.13.3 Mother's last name;
 - 8.4.13.4 Mother's social security number;
 - 8.4.13.5 Date of birth;
 - 8.4.13.6 Mother's address, city, and zip code;
 - 8.4.13.7 Filter paper number;
 - 8.4.13.8 Diagnosis;
 - 8.4.13.9 County;
 - 8.4.13.10 District; and
 - 8.4.13.11 State.
- 8.4.14 Proposed solution must provide for an automated follow-up notification to the Newborn Screening Program based on test results.
- 8.4.15 Vendor's proposed solution must import newborn screening metabolic data from contracted test laboratory.
- 8.4.16 Vendor's proposed solution must provide electronic data transfer for newborn hearing screening and newborn metabolic demographic and result data.
- 8.4.17 Vendor's proposed solution must provide data export capabilities for the National Newborn Screening Information System (NNSIS) in the National Newborn Screening and Genetic Resource Center (NNSGRC).

- 8.4.17.1 Vendor's proposed solution must be able to submit a batch job to NNSIS automatically if a confirmed disease or disorder is confirmed.

8.5 Birth Defects Surveillance Registry Functional Requirements

- 8.5.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all licenses, software and hardware not revealed in Vendor's proposal.
- 8.5.2 Vendor must state with a yes or no response if they use any third party software in their production system.
- 8.5.3 For each specification listed in this section Vendor must state whether or not their proposed solution has the capability MSDH is requesting.
 - 8.5.3.1 If Vendor's proposed solution has the capability Vendor must describe in detail how the proposed solution meets the requirement.
 - 8.5.3.2 If Vendor's proposed solution does not have the required capability, Vendor must state if the proposed solution can be customized to provide the required functionality
 - 8.5.3.3 If customizable, Vendor must state the estimated number of man hours required to customize the proposed solution so that the desired functionality is provided.
- 8.5.4 The Birth Defects Surveillance Registry system must be able to track by the following fields:
 - 8.5.4.1 Track the birth defects by ICD-9 and ICD-10 codes.
 - 8.5.4.2 Track reporting sources.
- 8.5.5 Provide report function for individual defects by category
- 8.5.6 Provide for an automated follow-up notification to the Birth Defects Registry based on case results.

8.6 Early Hearing Detection and Intervention Functional Requirements

- 8.6.1 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all licenses, software and hardware not revealed in Vendor's proposal.
- 8.6.2 Depending on the cost of the module for Early Hearing Detection, the MSDH may choose not to purchase at this time. The Vendor must submit pricing to design an interface between their proposed solution to the Microsoft Access Early Hearing Detection database in Section VIII, *Cost Information Submission*.
- 8.6.3 Vendor must state with a yes or no response if they use any third party software in their production system.
- 8.6.4 For each specification listed in this section Vendor must state whether or not their proposed solution has the capability MSDH is requesting.
 - 8.6.4.1 If Vendor's proposed solution has the capability Vendor must describe in detail how the proposed solution meets the requirement.
 - 8.6.4.2 If Vendor's proposed solution does not have the required capability, Vendor must state if the proposed solution can be customized to provide the required functionality.
 - 8.6.4.3 If customizable, Vendor must state the estimated number of man hours required to customize the proposed solution so that the desired functionality is provided.
- 8.6.5 Track all infants with a potential hearing loss reported by hospital; children that refer on the newborn hearing screening and children that pass with risk factors for developing hearing loss.
- 8.6.6 Refer infants with a potential hearing loss for audiological testing.
- 8.6.7 Track referrals for an audiological evaluation and additional follow-up.
- 8.6.8 Track statistical information for report production (referral rate)
- 8.6.9 Provide reporting functions to CDC.

- 8.6.10 Provide statistical data regarding incidences of newborn hearing loss by patient, county, district, and by state.
- 8.6.11 Provide reports of children with hearing loss by county of residence, district, and by state.
- 8.6.12 Track newborn screenings not done.
- 8.6.13 Track newborn screenings done.
- 8.6.14 Track patients with hearing loss that are not enrolled in Early Intervention (EI).
- 8.6.15 Track patients with hearing loss that are enrolled in EI.
- 8.6.16 Produce statistical reports for CDC.

9. Installation

- 9.1 Refer to mandatory requirement Item 2.8.

10. Training

- 10.1 Vendor must provide any documentation necessary to maintain the proposed solution.
- 10.2 Training must be conducted on-site at MSDH's facility.
- 10.3 Vendor must provide training for the following:
 - 10.3.1 End-user training for up to 40 end users (10 Central Office staff and 30 District Office staff);
 - 10.3.2 Systems administrator training for 6 systems administrators; and
 - 10.3.3 Train-the-trainer training for 10 Central Office staff.
- 10.4 Vendor must describe the proposed training plan on their proposed solution, to include the following details:
 - 10.4.1 Detailed description of the class objectives;
 - 10.4.2 Scope;
 - 10.4.3 Length and size of class; and
 - 10.4.4 Subject materials to be taught.

- 10.5 Vendor must provide training manuals as well as provide the training manuals on-line.
- 10.6 All cost associated with training must be proposed in Section VIII, *Cost Information Submission*.

11. Warranty/Maintenance

- 11.1 The Vendor must agree to warrant any and all application software proposed to be free of errors for a minimum of one annual reporting cycle to include calendar, State and Federal reporting cycles (i.e., estimated period of at least 18 months) after acceptance of such software. Any defects found will be documented and prioritized by the State. During this Warranty period, the Vendor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category.
- 11.2 The Vendor must state and discuss the full warranty offered during the warranty period on all system software proposed and state if it is longer than the minimum.
- 11.3 This warranty must cover all components of the systems, including all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Vendor. This warranty will apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.
- 11.4 The Vendor must agree that all corrections made to the system during the Warranty period will be considered an integral part of the proposed system and will be available to MSDH under the normal license agreement at no additional charge.
- 11.5 Following the Warranty period, the Vendor must provide ongoing technical support (i.e., post-warranty Maintenance) for the life of the resulting contract. The Vendor must identify the support structure available in the state and describe the anticipated plan for supporting MSDH.
- 11.6 During both the Warranty and Maintenance periods, Vendor must provide all system and software enhancements that become part of the base product and/or are made commercially available at no additional cost to the State. Only unique customizations to the system will be charged to MSDH in accordance with the State's Change Order procedures as specified in the Contract.

- 11.7 Vendor must furnish both application and systems software support by supplying all updates to system software as they are released.
- 11.7.1 The Vendor must indicate provisions for modifying, enhancing and supporting system and applications software proposed, whether there are any charges for this service and, if so, what those charges are on an hourly, daily, or monthly basis. At minimum, this service must include updates and consultation on a call-in basis.
- 11.7.2 The Vendor must include a complete description of services available to enhance software as new federal and state requirements are made and cost(s) for same, if not covered as part of the maintenance agreement discussed above.
- 11.8 Vendor must specify the cost for warranty and post-warranty maintenance support in Section VIII, *Cost Information Submission*.

12. Conversion Requirements

- 12.1 Conversion costs will be calculated based on the hourly rate times the anticipated level of effort involved. Vendor should propose a not-to-exceed price for the conversion effort. For this phase alone, Vendor will be compensated for actual hours expended up to the not-to-exceed cost rather than by deliverable or firm fixed price. Cost should be included individually in Section VIII, *Cost Information Submission* for the following:
- 12.1.1 Convert approximately 200,000 newborn screening records in Microsoft Access to Vendor's proposed solution.
- 12.1.2 Convert approximately 11,000 birth defect registry records in Microsoft Access to Vendor's proposed solution.
- 12.1.3 Convert the approximately 7,816 hearing records in Microsoft Access to Vendor's proposed solution.
- 12.2 Vendor must provide a conversion plan to include programs, processes, and/or scripts for MSDH to convert the records for the following:
- 12.2.1 Approximately 200,000 newborn screening records;
- 12.2.2 Approximately 11,000 birth defect registry records; and
- 12.2.3 Approximately 7,816 hearing records.

13. Project Work Plan

13.1 Vendors must submit a preliminary project work plan with their proposals based upon the following deliverables using the dates listed in Section VII, Technical Specifications, Item 5.7.

13.1.1 Phase I: Installation to TEST.

13.1.1.1 Vendor to provide assistance to MSDH with the installation as stated in the mandatory requirements in Item 2.8;

13.1.1.2 Vendor is also to provide assistance to MSDH with testing in TEST.

13.1.1.3 Phase I deliverables include:

13.1.1.3.1 Documentation;

13.1.1.3.2 Installation objects; and

13.1.1.3.3 Database conversion plan and/or scripts.

13.1.1.4 Vendor to provide assistance to MSDH with the testing in TEST.

13.1.2 Phase II: Successful Deployment to QA

13.1.2.1 MSDH will migrate to working in QA; if necessary, Vendor may be requested to assist.

13.1.2.2 Phase II deliverables include:

13.1.2.2.1 Training

13.1.2.3 Phase III: Successful Deployment to PROD

13.1.2.4 MSDH will migrate to working in production; if necessary, Vendor may be requested to assist.

13.1.2.5 Vendor may be requested to work with the laboratories to ensure successful transmission of screening results is received in the Vendor's proposed solution.

13.1.2.6 Phase III deliverables include:

13.1.2.6.1 Acceptance letter signed by MSDH;

13.1.2.6.2 Vendor will assist MSDH in providing on-going support.

13.1.3 Vendors may add deliverables and/or milestones, if necessary.

13.2 Vendors may propose an alternate plan should they take exception to the outline deliverables listed above.

13.3 Awarded Vendor must set up an initial meeting (conference call or on-site) within two weeks after contract execution.

13.4 After the initial meeting awarded Vendor must revise their preliminary work plan and resubmit to MSDH in 10 business days.

14. Cost Requirements

14.1 Vendor must guarantee all costs listed in Section VIII, *Cost Information Submission* for 180 days.

14.2 The Vendor's cost must be a fixed-price deliverable based solution.

14.3 Vendor should be aware that the State will pay by the deliverable/milestone for this project as invoiced according to the project work plan as agreed upon during contract negotiations, subject to 10% retainage per deliverable. Retainage will be released in a lump sum ninety (90) days after the warranty period.

14.4 Vendor must propose their change order rate in the Section VIII, *Cost Information Submission*.

15. Additional Requirements

15.1 ITS acknowledges that the specifications within this RFP are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.

16. Scoring Methodology

16.1 An Evaluation Team composed of MSDH and ITS staff will review and evaluate all proposals. All information provided by the Vendors, as well as any other information available to evaluation team, will be used to evaluate the proposals.

16.1.1 Each category included in the scoring mechanism is assigned a weight between one and 100.

- 16.1.2 The sum of all categories, other than Value-Add, equals 100 possible points.
- 16.1.3 Value-Add is defined as product(s) or service(s), exclusive of the stated functional and technical requirements and provided to the State at no additional charge, which, in the sole judgment of the State, provide both benefit and value to the State significant enough to distinguish the proposal and merit the award of additional points. A Value-Add rating between 0 and 5 may be assigned based on the assessment of the evaluation team. These points will be added to the total score.
- 16.1.4 For the evaluation of this RFP, the Evaluation Team will use the following categories and possible points:

Category	Possible Points
Non-Cost Categories:	
Vendor Qualifications & Experience	5
Health Informatics Requirements	15
Functional Requirements	20
Services (Installation, Training, Warranty/Maintenance, Conversion & Project Work Plan)	15
Demonstrations	5
Total Non-Cost Points	60
Cost	35
Change Order	5
Total Base Points	100
Value Add	5
Maximum Possible Points	105

- 16.2 The evaluation will be conducted in four stages as follows:

- 16.2.1 Stage 1 – Selection of Responsive/Valid Proposals – Each proposal will be reviewed to determine if it is sufficiently responsive to the RFP requirements to permit a complete evaluation. A responsive proposal must comply with the instructions stated in this RFP with regard to content, organization/format, Vendor experience, number of copies, bond requirement, timely delivery, and must be responsive to all mandatory requirements. No evaluation points

will be awarded in this stage. Failure to submit a complete proposal may result in rejection of the proposal.

16.2.2 Stage 2 – Non-cost Evaluation (all requirements excluding cost)

16.2.2.1 Non-cost categories and possible point values are as follows:

Non-Cost Categories	Possible Points
Vendor Qualifications & Experience	5
Health Informatics Requirements	15
Functional Requirements	20
Services (Installation, Training, Warranty/Maintenance, Conversion & Project Work Plan)	15
Demonstrations	5
Maximum Possible Points	60

16.2.2.2 Proposals meeting fewer than 80% of the requirements in the non-cost categories may be eliminated from further consideration.

16.2.2.3 ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The ‘Meets Specs’ score for each category is 90% of the total points allocated for that category. For example, the ‘Functional Requirements’ category was allocated 20 points; a proposal that fully met all requirements in that section would have scored 18 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

16.3 Stage 3 – Cost Evaluation

16.3.1 Points will be assigned using the following formula:

$$(1 - ((B - A) / A)) * n$$

Where:

A = Total lifecycle cost of lowest valid proposal

B = Total lifecycle cost of proposal being scored

n = Maximum number of points allocated to cost for acquisition

16.3.2 Cost categories and maximum point values are as follows:

Cost Category	Possible Points
Lifecycle Cost	35
Change Order Rate	5
Maximum Possible Points	40

16.4 Stage 4 – Selection of the successful Vendor

16.4.1 On-site Demonstrations

16.4.1.1 Evaluators may request interviews at the on-site demonstrations or discussions with any and all Vendors for the purpose of system overview and/or clarification or amplification of information presented in any part of the proposal.

16.4.1.2 Vendors must be prepared to make on-site demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notification. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project.

16.4.1.3 Proposed key team members must be present at the on-site demonstration. The evaluation team reserves the right to interview the proposed key team members during this onsite visit.

16.4.1.4 Although on-site demonstrations will be conducted, the demonstration will not be allowed in lieu of a written proposal.

16.5 Final Quantitative Evaluation - Following any requested presentations, demonstrations, and/or site visits, the Evaluation Team will re-evaluate any technical/functional scores as necessary. The technical/functional and cost scores will then be combined to determine the Vendor's final score.

SECTION VIII COST INFORMATION SUBMISSION

Vendors must propose a summary of all applicable project costs in the matrix that follows. The matrix must be supplemented by a cost itemization fully detailing the basis of each cost category. The level of detail must address the following elements as applicable: item, description, quantity, retail, discount, extension, and deliverable. Any cost not listed in this section may result in the Vendor providing those products or services at no charge to the State or face disqualification.

NOTE: Vendor may add rows as needed.

DELIVERABLE COSTS					
Description	Quantity	Unit Cost	Extended Cost	Less 10% Retainage	Amount of Payment
Software Licenses					
Name of Application: _____					
Name/Type of Licenses: _____					
Base System					
Newborn Screening Module (Metabolic)					
Birth Defect Registry Module					
Phase I: Installation to TEST					
• Documentation					
• Installation objects					
• Database conversion plan and/or scripts					
Phase II: Successful Deployment to QA					
• Training					
Phase III: Successful Deployment to PROD					
• Release of Retainage					
TOTAL COST:					

WARRANTY & POST WARRANTY SUPPORT COST			
TOTAL WARRANTY & POST WARRANTY COSTS:			
TRAINING COST			
Description	Hours/Days of Training	Cost per Person	Extended Cost
Up to 40 End Users Training			
Up to 6 Systems Administrator Training			
Up to 10 Train the Trainer Training			
TOTAL TRAINING COSTS:			
CONVERSION COST (All records currently in Microsoft Access 2003)			
Description	Hourly Rate	Not-to-Exceed Extended Cost	
≈200,000 Newborn Screening Records			
≈11,000 Birth Defect Records			
TOTAL CONVERSION COSTS:			
≈7,816 Hearing Records			

OTHER COSTS (If third party must list name, quantity and etc.,)			
Description	Quantity	Unit Cost	Extended Cost
TOTAL OTHER COSTS:			

CHANGE ORDER RATES	
Description/Role	Hourly Rate

MAINTENANCE/SUPPORT COST			
Description (insert product name)	Quantity	Unit Price	Extended Cost
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
TOTAL MAINTENANCE COSTS:			

EARLY HEARING COSTS (Per Section VII, Item 5.8)			
Description	Quantity	Unit Price	Extended Cost
Early Hearing Detection Module			
Interface for Existing Microsoft Access 2003 Early Hearing Detection database to Vendor's proposed solution			
EARLY HEARING MAINTENANCE/SUPPORT COST			
Description (insert product name)	Quantity	Unit Price	Extended Cost
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
EARLY HEARING TOTAL MAINTENANCE COSTS:			

SECTION IX REFERENCES

Please return the following Reference Forms, and if applicable, Subcontractor Reference Forms.

1. References

- 1.1 The Vendor must provide at least three (3) references consisting of Vendor accounts that the State may contact. Required information includes customer contact name, address, telephone number, email address, and engagement starting and ending dates. Forms for providing reference information are included later in this RFP section. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession.
- 1.2 Any of the following may subject the Vendor's proposal to being rated unfavorably relative to these criteria or removed from further consideration, at the State's sole discretion:
 - 1.2.1 Failure to provide reference information in the manner described;
 - 1.2.2 Inability of the State to substantiate minimum experience or other requirements from the references provided;
 - 1.2.3 Non-responsiveness of references to the State's attempts to contact them; or
 - 1.2.4 Unfavorable references that raise serious concerns about material risks to the State in contracting with the Vendor for the proposed products or services.
- 1.3 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
 - 1.3.1 The reference installation must be for a project similar in scope and size to the project for which this RFP is issued;
 - 1.3.2 The reference installation must have been operational for at least six (6) months.
- 1.4 The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, including the procuring agency and/or other agencies or institutions of the State, even if that customer is not included in the Vendor's list of references, and to utilize such information in the evaluation of the Vendor's proposal.

- 1.5 Unless otherwise indicated in the Scoring Methodology in Section VII, reference information available to the State will be used as follows:
 - 1.5.1 As documentation supporting mandatory experience requirements for companies, products, and/or individuals, as required in this RFP;
 - 1.5.2 To confirm the capabilities and quality of a Vendor, product, or individual for the proposal deemed lowest and best, prior to finalizing the award.
- 1.6 The State reserves the right to forego reference checking when, at the State's sole discretion, the evaluation team determines that the capabilities of the recommended Vendor are known to the State.

2. Subcontractors

The Vendor's proposal must identify any subcontractor that will be used and include the name of the company, telephone number, contact person, type of work subcontractor will perform, number of certified employees to perform said work, and three (3) references for whom the subcontractor has performed work that the State may contact. Forms for providing subcontractor information and references are included at the end of this section.

Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors. NOTE: The State reserves the right to eliminate from further consideration proposals in which the prime Vendor does not, in the State's sole opinion, provide substantive value or investment in the total solution proposed. (i.e. the State does not typically accept proposals in which the prime Vendor is only a brokering agent.)

REFERENCE FORM

Complete three (3) Reference Forms.

Contact Name:

Company Name:

Address:

Phone #:

E-Mail:

Project Start Date:

Project End Date:

Description of product/services/project, including start and end dates:

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SUBCONTRACTOR REFERENCE FORM

Complete a separate form for each subcontractor proposed.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Scope of services/products to be provided by subcontractor:

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Complete three (3) Reference Forms for each Subcontractor.

Contact Name:
Company name:
Address:
Phone #:
E-Mail:

Description of product/services/project, including start and end dates:

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**EXHIBIT A
STANDARD CONTRACT**

A properly executed contract is a requirement of this RFP. After an award has been made, it will be necessary for the winning Vendor to execute a contract with **ITS**. The inclusion of this contract does not preclude **ITS** from, at its sole discretion, negotiating additional terms and conditions with the selected Vendor(s) specific to the projects covered by this RFP.

If Vendor cannot comply with any term or condition of this Standard Contract, Vendor must list and explain each specific exception on the *Proposal Exception Summary Form* included in Section V.

**PROJECT NUMBER 39279
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
BETWEEN
INSERT VENDOR NAME
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
MISSISSIPPI STATE DEPARTMENT OF HEALTH**

This Software License and Maintenance Agreement (hereinafter referred to as “Agreement”) is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR ADDRESS** (hereinafter referred to as “Licensor”), and Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as “ITS”), as contracting agent for the Mississippi State Department of Health located at 570 East Woodrow Wilson Drive, Jackson, Mississippi 39216 (hereinafter referred to as “Licensee”). ITS and Licensee are sometimes collectively referred to herein as “State.”

WHEREAS, Licensee, pursuant to Request for Proposals (hereinafter referred to as “RFP”) Number 3675, requested proposals for the acquisition of software, services, and technical support necessary for the implementation of a web-based newborn screening and birth defect surveillance registry system, as described in the RFP; and

WHEREAS, Licensor was the successful proposer in an open, fair, and competitive procurement process to provide the software and services described herein;

NOW THEREFORE, in consideration of the mutual understandings, promises, consideration, and agreements set forth, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

The following terms as used herein shall have the following meanings:

1.1 “Documentation” means the published user and technical manuals and documentation that Licensor makes generally available for the Software.

1.2 “Enhancements” means the fixes, updates, upgrades, or new versions of the Software or Documentation that Licensor may provide to Licensee under this Agreement.

1.3 “Licensee” means the Mississippi State Department of Health, its employees, and any third party consultants or Outsourcers engaged by Licensee who have a need to know and who shall be bound by the terms and conditions of this Agreement.

1.4 “Licensor” means **INSERT VENDOR NAME** and its successors and assigns.

1.5 “Products” means the Software, Documentation, Enhancements, and any copy of the Software, Documentation, or Enhancements.

1.6 “Software” means the machine-readable object code version of the computer programs described in and specifically identified in the attached Exhibit A, whether embedded on disc, tape, or other media.

ARTICLE 2 TERM OF AGREEMENT

2.1 The effective date of this Agreement shall be the date it is signed by all parties and, provided that Licensee has paid all applicable fees, its term is perpetual, unless terminated as prescribed elsewhere in this Agreement. The Products must be delivered, installed, accepted by Licensee, and all training and other tasks required under this Agreement, with the exception of warranty service or software maintenance, completed on or before June 30, 2012, unless a change in this date is mutually agreed to in writing by the Licensee and the Licensor. Software, as used herein, also includes future updates/revisions and new releases of the Software that Licensor may provide to Licensee under this Agreement.

2.2 This Agreement will become a binding obligation on the State only upon the issuance of a valid purchase order by the Licensee, following contract execution and the issuance by ITS of the CP-1 Acquisition Approval Document.

ARTICLE 3 SCOPE OF LICENSE

Licensor hereby grants to Licensee a non-exclusive, non-transferable, and perpetual license to use the Products for Licensee’s business operations subject to the terms of this Agreement. Licensee may license additional Software Products by executing a written amendment to this Agreement and paying an additional license fee.

ARTICLE 4 DELIVERY, RISK OF LOSS, AND ACCEPTANCE

4.1 Licensor shall deliver the Software and Documentation to the location specified by Licensee and pursuant to the delivery schedule mutually agreed to by the parties. Further, Licensor shall assist Licensee and oversee the installation of the Software by Licensee.

4.2 Licensors shall assume and bear the entire risk of loss and damage to the Products from any cause whatsoever while in transit and at all times throughout Licensors's possession thereof.

4.3 Licensee shall have thirty (30) calendar days after receipt of the Software by Licensors to evaluate and test the Software to confirm that it performs without any defects and in accordance with RFP No. 3675, Licensors's Proposal in response thereto, and Licensors's user Documentation. Licensee shall immediately thereafter notify Licensors in writing of any defects in the Software, which must be corrected prior to payment being made. Thereafter, Licensors shall have ten (10) working days in which to either repair or replace the defective Software, all at Licensors's expense. In the event Licensors is unable to repair or replace the Software, Licensee may terminate this Agreement pursuant to the Termination Article herein.

ARTICLE 5 CONSIDERATION AND METHOD OF PAYMENT

5.1 Except as provided in the Change Order Rate and Procedure Article of this Agreement, the total compensation to be paid to the Licensors by the Licensee shall not exceed the fixed price of \$**INSERT AMOUNT** for all Software, products, services, travel, performances and expenses under this Agreement, payable as described in Exhibit A, unless prior written authorization from ITS has been obtained. Authorization of payments is subject to the written approval of the Licensee.

5.2 The Licensors and the Licensee agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Licensors will receive payment in the amount indicated in Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Licensee of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Licensors, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

5.3 Upon written acceptance, as set forth in Article 4 herein, by the Licensee of a deliverable which has an associated payment, the Licensors will invoice the Licensee for the invoice amount of that payment as indicated in the attached Exhibit A, less retainage to be withheld in accordance with the Retainage Article herein. Services will be invoiced in arrears as they are rendered. Licensors shall certify that the billing is true and correct. Licensors shall submit invoices and supporting documentation to Licensee electronically during the term of this Agreement using the processes and procedures identified by the State. Licensee agrees to pay Licensors in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Sections 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the State within forty-five (45) days of receipt of the invoice. Licensors understands and agrees that Licensee is exempt from the payment of taxes. All payments should be made in United States currency. Payments by state agencies using the Statewide Automated Accounting System ("SAAS") shall be made and remittance information provided electronically as directed by the State. These payments by SAAS agencies shall be deposited into the bank account of the Licensors's choice. No payment, including final payment,

shall be construed as acceptance of defective products or incomplete work, and the Licensor shall remain responsible and liable for full performance in strict compliance with the contract documents specified in the article herein titled "Entire Agreement."

5.4 Acceptance by the Licensor of the last payment from the Licensee shall operate as a release of all claims against the State by the Licensor and any subcontractors or other persons supplying labor or materials used in the performance of the work under this Agreement.

ARTICLE 6 OWNERSHIP, USE, AND RESTRICTIONS ON USE

6.1 Licensee acknowledges that the Software Products shall remain the exclusive property of Licensor. Licensee acknowledges that it has no right to or interest in the Software Products other than as expressly granted herein. Licensee shall not remove any identification notices affixed to the Software Products or their packaging.

6.2 Licensee is granted the right to make sufficient copies of the Products to support its use and for archival and disaster recovery purposes. Licensee shall include Licensor's confidentiality and proprietary rights notices on any copies made of the Products.

6.3 Licensee acknowledges that the Software Products are trade secrets and confidential information of Licensor. Neither the Software Products nor any physical media containing the Software may be used, copied, disclosed, broadcast, sold, re-licensed, distributed, or otherwise published by Licensee except as expressly permitted by this Agreement. Licensee shall use reasonable efforts to maintain the confidential nature of the Software Products.

6.4 Licensee is granted the right to customize the Software for its use. Licensee may not resell or sub-license the original Software or the customized version.

6.5 Licensee agrees that, except as noted herein, it will not otherwise copy, translate, modify, adapt, decompile, disassemble, or reverse engineer any of the Software without the prior written consent of Licensor.

ARTICLE 7 WARRANTIES

7.1 Licensor represents and warrants that it has the right to license the Products provided under this Agreement.

7.2 Licensor represents and warrants that the Products provided by Licensor shall meet or exceed the minimum specifications set forth in RFP No. 3675 and Licensor's Proposal in response thereto.

7.3 Licensor represents and warrants that all work performed hereunder, including but not limited to consulting, training, and Software maintenance, shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Licensor shall, for a period

of ninety (90) days from the performance of service, perform the services again at no cost to the Licensee, or if the Licensor is unable to perform the services as warranted, the Licensor shall reimburse the Licensee the fees paid to the Licensor for the unsatisfactory services.

7.4 Licensor represents and warrants that neither the Software nor Enhancements shall contain disabling code or a lockup program or device. Licensor further agrees that it will not under any circumstances, including enforcement of a valid contract right, (a) install or trigger a lockup program or device, or (b) take any step which would in any manner interfere with Licensee's licensed use of the Software or Enhancements and/or which would restrict Licensee from accessing its data files or in any way interfere with the transactions of Licensee's business. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of such disabling code or a lockup program or device.

7.5 In addition, Licensor represents and warrants that neither the Software nor Enhancements delivered to Licensee contain a computer virus. For purposes of this provision, a computer virus shall be defined as code intentionally inserted in the Software or Enhancements that will damage or destroy Licensee's applications or data. For any breach of this warranty, Licensor, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Licensee that are free of any virus and shall be responsible for repairing, at Licensor's expense, any and all damage done by the virus to Licensee's site.

7.6 Licensor represents and warrants that the Software will operate free from defects for a period of eighteen (18) months after acceptance and will provide Licensee complete functionality necessary for the operation of the system as stated in RFP No. 3675 and the Licensor's Proposal in response thereto. Licensor's obligations pursuant to this warranty shall include, but are not limited to, the repair of all defects or the replacement of the Software at the expense of Licensor. In the event Licensor is unable to repair or replace the Software within ten (10) working days after receipt of notice of the defect, Licensee shall be entitled to a full refund of fees paid and shall have the right to terminate this Agreement in whole or in part. Licensee's rights hereunder are in addition to any other rights Licensee may have.

7.7 Licensor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Licensor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security where required, to provide a copy of each such verification to the State. Licensor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all

immigration laws of the State of Mississippi. Licensor understands and agrees that any breach of these warranties may subject Licensor to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Licensor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Licensor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

7.8 Licensor represents and warrants that the system provided pursuant to this Agreement will pass both internal security audits and independent security audits. For any breach of the preceding warranty at any time during which the system is covered by warranty, maintenance and/or support, Licensor shall, at its own expense and at no cost to Licensee, remediate any defect, anomaly or security vulnerability in the system by repairing and/or replacing any and all components of the system necessary in order for the system to be secure.

7.9 Licensor represents and warrants that no official or employee of Licensee or of ITS, and no other public official of the State of Mississippi who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of said project, voluntarily acquire any personal interest, direct or indirect, in this Agreement. The Licensor warrants that it has removed any material conflict of interest prior to the signing of this Agreement, and that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its responsibilities under this Agreement. The Licensor also warrants that in the performance of this Agreement no person having any such known interests shall be employed.

7.10 The Licensor represents and warrants that no elected or appointed officer or other employee of the State of Mississippi, nor any member of or delegate to Congress has or shall benefit financially or materially from this Agreement. No individual employed by the State of Mississippi shall be admitted to any share or part of the Agreement or to any benefit that may arise therefrom. The State of Mississippi may, by written notice to the Licensor, terminate the right of the Licensor to proceed under this Agreement if it is found, after notice and hearing by the ITS Executive Director or his/her designee, that gratuities in the form of entertainment, gifts, jobs, or otherwise were offered or given by the Licensor to any officer or employee of the State of Mississippi with a view toward securing this Agreement or securing favorable treatment with respect to the award, or amending or making of any determinations with respect to the performing of such contract, provided that the existence of the facts upon which the ITS Executive Director makes such findings shall be in issue and may be reviewed in any competent court. In the event this Agreement is terminated under this article, the State of Mississippi shall be entitled to pursue the same remedies against the Licensor as it would pursue in the event of a breach of contract by the Licensor, including punitive damages, in addition to any other damages to which it may be entitled at law or in equity.

ARTICLE 8 INFRINGEMENT INDEMNIFICATION

Licensor represents and warrants that neither the Products and their elements nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Licensee shall notify Licensor promptly of any infringement claim of which it has knowledge and shall cooperate with Licensor in the defense of such claim by supplying information, all at Licensor's expense. Licensor, at its own expense, shall defend or settle any and all infringement actions filed against Licensor or Licensee which involve the Products provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, settlements, damages, and judgment finally awarded against Licensee. If the continued use of the Products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Licensor shall, at its expense: (a) first procure for Licensee the right to continue using the Products, or upon failing to procure such right; (b) modify or replace the Products, or components thereof, with non-infringing Products so it becomes non-infringing, or upon failing to secure either such right; (c) refund the license fees previously paid by Licensee for the Products Licensee may no longer use. Said refund shall be paid within ten (10) working days of notice to Licensee to discontinue said use.

ARTICLE 9 MODIFICATION

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

ARTICLE 10 AUTHORITY, ASSIGNMENT AND SUBCONTRACTS

10.1 In matters of proposals, negotiations, contracts, and resolution of issues and/or disputes, the parties agree that Licensor represents all contractors, third parties, and/or subcontractors Licensor has assembled for this project. The Licensee is required to negotiate only with Licensor, as Licensor's commitments are binding on all proposed contractors, third parties, and subcontractors.

10.2 Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

10.3 Licensor must obtain the written approval of Licensee before subcontracting any portion of this Agreement. No such approval by Licensee of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Licensee in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary.

10.4 Licensor represents and warrants that any subcontract agreement Licensor enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Licensee, that the subcontractor acknowledges that no privity of contract exists between the Licensee and the subcontractor, and that the Licensor is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Licensor. The Licensor shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Licensor's failure to pay any and all amounts due by Licensor to any subcontractor, materialman, laborer, or the like.

10.5 All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Licensor and the Licensee, where such dispute affects the subcontract.

ARTICLE 11 AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the Licensee to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of this Agreement are, at any time, not forthcoming or insufficient through the failure of the federal government to provide funds, the State of Mississippi to appropriate funds, the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the Licensee, the Licensee shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to the Licensee of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination.

ARTICLE 12 TERMINATION

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated in whole or in part as follows: (a) upon the mutual, written agreement of the parties; (b) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties if Licensor becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Licensee upon thirty (30) days written notice to Licensor without the assessment of any penalties in the event Licensee determines it is in the best interest of the State of Mississippi to terminate this Agreement; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Licensee will be entitled to a refund of applicable unexpended prorated annual Software maintenance fees/charges, if any. In the event of termination, Licensor shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Licensor in connection with this Agreement as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price.

The provisions of this article do not limit either party's right to pursue any other remedy available at law or in equity.

ARTICLE 13 GOVERNING LAW

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Licensor expressly agrees that under no circumstances shall Licensee be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Licensor. Further, nothing in this Agreement shall affect any statutory rights Licensee may have that cannot be waived or limited by contract.

ARTICLE 14 WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

ARTICLE 15 SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

ARTICLE 16 CAPTIONS

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

ARTICLE 17 HOLD HARMLESS

To the fullest extent allowed by law, Licensor shall indemnify, defend, save and hold harmless, protect, and exonerate Licensee, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Licensor and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

ARTICLE 18 THIRD PARTY ACTION NOTIFICATION

Licensor shall notify Licensee in writing within five (5) business days of Licensor filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Licensor or Licensee by any entity that may result in litigation related in any way to this

Agreement and/or which may affect the Licensor's performance under this Agreement. Failure of the Licensor to provide such written notice to Licensee shall be considered a material breach of this Agreement and the Licensee may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

ARTICLE 19 AUTHORITY TO CONTRACT

Licensor warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

ARTICLE 20 NOTICE

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by electronic means, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Craig P. Orgeron, Ph.D., Executive Director, Mississippi Department of Information Technology Services, 3771 Eastwood Drive, Jackson, Mississippi 39211. Licensee's address for notice is: Mr. Marc Wilson, Chief Information Officer, Mississippi State Department of Health, 570 East Woodrow Wilson Drive, Jackson, Mississippi 39216. The Licensor's address for notice is: **INSERT VENDOR NOTICE INFORMATION**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

ARTICLE 21 RECORD RETENTION AND ACCESS TO RECORDS

Licensor shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Licensee, ITS, any state or federal agency authorized to audit Licensee, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Licensor's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Licensor's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Licensor for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

ARTICLE 22 INSURANCE

Licensor represents that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Licensor's personnel, as well as comprehensive general

liability and employee fidelity bond insurance. Licensors will, upon request, furnish Licensee with a certificate of conformity providing the aforesaid coverage.

ARTICLE 23 DISPUTES

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Licensors and Licensee, shall be decided by the Executive Director of Mississippi Department of Information Technology Services or his/her designee. Licensors agree to continue to provide such service, maintenance, and updates as Licensee may contract for and pay for pending the resolution of any dispute hereunder. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Nothing in this Article shall abridge the right of either party to seek such other rights and remedies it may have at law or in equity.

ARTICLE 24 COMPLIANCE WITH LAWS

Licensors shall comply with, and all activities under this Agreement shall be subject to, all Licensee policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Licensors shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

ARTICLE 25 CONFLICT OF INTEREST

Licensors shall notify Licensee of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Licensee's satisfaction, Licensee reserves the right to terminate this Agreement.

ARTICLE 26 SOVEREIGN IMMUNITY

By entering into this Agreement with Licensors, the Licensee in no way waives its sovereign immunities or defenses as provided by law.

ARTICLE 27 CONFIDENTIAL INFORMATION

27.1 Both parties shall treat the other party's data and information to which it has access by Licensors' performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent. In the event that either party receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, the said party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by state or federal law. This section shall survive the termination or completion of this Agreement.

27.2 Licensors and Licensee shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("the Disclosing Party") which: (a) is or becomes known

to the public without fault or breach of the party receiving confidential information of the Disclosing Party ("the Recipient"); (b) is furnished by the Disclosing Party to third parties without restriction on subsequent disclosure; (c) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (d) is already in the Recipient's possession without an obligation of confidentiality; or (e) is independently developed by Recipient without reliance on the confidential information.

27.3 With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement, including any amendments and/or change orders thereto, does not constitute confidential information, and may be reproduced and distributed by the State without notification to Licensor. ITS will provide third party notice to Licensor of any requests received by ITS for any such confidential exhibits so as to allow Licensor the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

ARTICLE 28 EFFECT OF SIGNATURE

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the Licensee or the Licensor on the basis of draftsmanship or preparation hereof.

ARTICLE 29 ENTIRE AGREEMENT

29.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including any "shrink-wrap" version of the Software Product or any "click-wrap" or "browse-wrap" license presented in connection with a license via the Internet. The RFP No. 3675 and Licensor's Proposal in response thereto are hereby incorporated into and made a part of this Agreement.

29.2 The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A.** This Agreement signed by both parties;
- B.** Any exhibits attached to this Agreement;
- C.** RFP No. 3675; and
- D.** Licensor's Proposal, as accepted by Licensee, in response to RFP No. 3675.

29.3 The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Licensor. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such

documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority; that is, the highest document begins with the first listed document (“A. This Agreement”) and the lowest document is listed last (“D. Licensor’s Proposal”).

ARTICLE 30 SURVIVAL

Articles 7, 8, 13, 17, 21, 26, 27, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

ARTICLE 31 DEBARMENT AND SUSPENSION CERTIFICATION

Licensor certifies that neither it nor its principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, and receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, including violation of federal or state anti-trust statutes, commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; and (d) have, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.

ARTICLE 32 COMPLIANCE WITH ENTERPRISE SECURITY POLICY

Licensor and Licensee understand and agree that all products and services provided by Licensor under this Agreement must be and remain in compliance with the State of Mississippi’s Enterprise Security Policy. The parties understand and agree that the State’s Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines at the time of contract execution. The State reserves the right to introduce a new policy during the term of this Agreement and require the Licensor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

ARTICLE 33 STATUTORY AUTHORITY

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The Licensor understands and agrees that ITS as contracting

agent is not responsible or liable for the performance or non-performance of any of Licensee's contractual obligations, financial or otherwise, contained within this Agreement.

ARTICLE 34 CONVERSION AND TRAINING

Licensor shall, for the fees specified in the attached Exhibit A, provide the conversion activities as well as the training specified in RFP No. 3675 and Licensor's Proposal, as accepted by Licensee, in response thereto. The Licensor shall provide on-site training for up to forty (40) end users, six (6) Systems Administrators, and ten (10) Central Office staff for train-the-trainer training. Licensor and Licensee shall mutually agree on the time for the training and an outline of the training to be provided. Licensor specifically understands and agrees that Licensee will not accept the Software until Licensor completes the training requirements. Licensor agrees to provide, upon delivery, all Documentation needed to fully acquaint the user with the operation of the Software.

ARTICLE 35 SOFTWARE MAINTENANCE

35.1 Prior to expiration of the warranty period, Licensor shall notify Licensee in writing of the impending warranty expiration, and Licensee shall in turn notify Licensor of its decision to either obtain Software maintenance or to forgo Software maintenance. Upon notification of intent to obtain Software maintenance, Licensor shall provide Licensee, for the annual fee specified in the attached Exhibit A, the Software maintenance services as herein described.

35.2 Licensor shall provide the following Software maintenance services: As part of the Software maintenance services, Licensor will maintain the Products in an operable condition according to the specifications contained in the technical manuals and as outlined in RFP No. 3675 and the Licensor's Proposal in response thereto. Licensor shall make available to Licensee during each annual maintenance period at least one (1) update to the Software Products that will incorporate any new features or enhancements to the licensed Products. Licensor shall also provide unlimited toll-free telephone support in the operation of the Software Products Monday through Friday, 8:00 A.M. to 5:00 P.M. (Central Time), with a guaranteed one (1) hour response time. Priority placement in the support queue shall be given to all system locking situations or problems claimed by Licensee to be mission critical processes. Finally, Licensor shall provide on-site support in the operation of the Software Products if reasonably convenient or necessary in the opinion of the Licensor.

35.3 Sixty (60) days prior to the expiration of the initial Software maintenance period or any renewal term thereof, Licensor shall notify Licensee in writing of the impending expiration, and Licensee shall have thirty (30) days in which to notify Licensor of its intentions to either renew or cancel any further Software maintenance. In no event shall the cost for Software maintenance increase by more than five percent (5%) per year.

ARTICLE 36 RETAINAGE

To secure the Licensor's performance under this Agreement, the Licensor agrees that the Licensee shall hold back as retainage ten (10%) of each amount payable, including amounts payable under change orders, under this Agreement. The retainage amount will continue to be

held until final acceptance of all deliverables by the Licensee.

ARTICLE 37 CHANGE ORDER RATE AND PROCEDURE

37.1 It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Licenser except by the express written approval of the State. The Licenser shall be obligated to perform all changes requested by the Licensee which have no price or schedule effect.

37.2 The Licenser shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Licenser shall be obligated to execute such a change order; if no such change order is executed, the Licenser shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

37.3 With respect to any change orders issued in accordance with this Article, the Licenser shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A. If there is a service that is not defined in the change order rate, the Licenser and the State will negotiate the rate. The Licenser agrees that each change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licenser in the performance of the change order. The Licenser shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement.

37.4 Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Licenser to complete the work required by that change order. The project work plan will be revised as necessary.

37.5 The Licenser will include in the progress reports delivered under this Agreement the status of work performed under all then current change orders.

37.6 In the event the Licenser and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Licenser shall submit to the Licensee a revised version of the project work plan clearly indicating all changes at least five (5) working days prior to implementing any such changes.

37.7 The Licensee shall promptly review all revised project work plans submitted under this

Agreement and shall notify the Licensor of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Licensor. If the Licensee fails to respond in such time period or any extension thereof, the Licensee shall be deemed to have approved the revised project work plan.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

**State of Mississippi, Department of
Information Technology Services, on
behalf of Mississippi State Department of
Health**

INSERT VENDOR NAME

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Printed Name: _____

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A

Deliverable	Deliverable Due Date	Deliverable Cost	10% Retainage	Payment Amount

EXHIBIT B LIST OF TABLE DEFINITIONS DOCUMENTS

The following are the file names of the tables definition:

- Newborn Screening Table Definition.pdf
- Birth Defects Tables Definition.pdf
- Early Hearing Tables Definition.pdf

The file names listed below are text files that MSDH receives from the laboratory. These files contain data that matches the tables in the filename listed above labeled “Newborn Screening Table Definition.pdf”.

- Comments_2011_09.28.txt
- Mother_2011_09.28.txt
- Specimen_2011_09.28.txt
- Tests_2011_09.28.txt